

The Solicitors' Journal.

LONDON, JULY 5, 1884.

CURRENT TOPICS.

MR. GREGORY, who is as successful as he is unwearying in his efforts to promote the interests of the profession in the House of Commons, got the Middlesex Registry Bill referred to a Select Committee on Monday last. We may now, therefore, hope that the measure will do something more than merely change Tweedledee into Tweedledum, and that the provisions of the Bill backed by Mr. GREGORY relating to the mode of keeping the index at the registry, will be incorporated in the Government Bill.

THE ENORMOUS INCREASE in the work of the Court of Appeal since the Judicature Act has not hitherto been brought to notice. In the year 1876, the first whole year under the Judicature Act, the Court of Appeal in its two divisions sat on 234 days and disposed of 344 appeals; in 1877 it sat on 310 days and disposed of 512 appeals; in 1878 it sat on 328 days and disposed of 614 appeals; in 1879 it sat on 314 days and disposed of 579 appeals; in 1880 it sat on 329 days and disposed of 619 appeals; in 1881 it sat on 312 days and disposed of 653 appeals; and in 1882, the last year for which there is a return, the court sat on 328 days and disposed of 724 appeals. We presume that the proposals in the new Judicature Bill for the restriction of appeals are based to some extent on these facts.

IT IS MUCH TO BE REGRETTED that the decision of the Law Club question has, by the ill-advised course taken by certain members of the Incorporated Law Society, been probably placed beyond the influence of rational discussion. No proposal is furthered by rancorous abuse of, and extravagant accusations against, its opponents; and it is now too late in the day to divest the proposals for doing away with a club at the Law Institution of the prejudice which has been excited against them. We think, therefore, Mr. WEALE would have been well advised to direct his motion against the rate of entrance fee and subscription proposed for the club, instead of against the establishment of any club at all. There is a good deal of weight in the reasons which led the special committee of the council to report, in January last, in favour of the continuance of a club on the premises, open, under certain conditions, to all members of the society. There are practical reasons to be urged in favour of the requirement of a subscription, both to meet expenses and also to restrict within the limits of the accommodation provided, the number of members availing themselves of the advantages offered. It is easy to talk of a luncheon room open to all members of the society, but not so easy to conceive how every one who would want lunch could get it. Admitting all this, however, we question whether the subscription and entrance fee proposed are not too high. They have hitherto only attracted about ten per cent. of the members of the society, and it is not very likely that this number will be considerably increased. One class to whom the club would be specially useful—country members in town on business—will be practically excluded by the high terms.

WE SHOULD HAVE THOUGHT that, since the report of Mr. OSBORNE MORGAN'S Select Committee in 1879, and their conclusion that "simplicity of transfer of land, to be of any value, pre-supposes simplicity of title, and that to legislate for the registration of titles without, as a preliminary step, simplifying the titles to be registered, is to begin at the wrong end," we should have heard nothing more for some years of any scheme for registering titles to

land. Colonel LEACH, one of the Land Commissioners, has, however, suddenly promulgated in the *Times* a scheme for "parliamentary titles to land" by the establishment of "an efficient land court," with power "to grant either absolute titles or possessory titles, according to the desire of the landowners." If there were nothing but the gallant colonel's authority for this scheme, we might leave it unnoticed; but it should not be forgotten that Lord CAIRNS, in his evidence before Mr. OSBORNE MORGAN'S Committee, expressed an opinion that, if the Land Transfer Act of 1875 had been preceded by the establishment of a landed estates court on the Irish model, presided over by a judge of first importance, the measure would have commanded a greater degree of confidence in the public mind. As Lord CAIRNS is now apparently the supreme authority in conveyancing legislation, the concurrence of his opinion with that of the correspondent of the *Times* deserves to be noted. The gallant colonel does not trouble himself to explain at all in detail his scheme, but proceeds at once to what is doubtless the practical consideration with reference to any system of voluntary registration of title. Will there be any sufficient motive on the part of the public to avail themselves of such a court as he proposes? He thinks there will, and for this extraordinary reason. People, at present, under the Remuneration Order, pay to their solicitors considerable sums upon sales and mortgages. These payments "do not result in simplification of title." The fees payable to the Land Court would probably be less than those now payable to the solicitors. Why, therefore, should not the public rush to get the higher value for their money of an absolute or possessory title? There is, he thinks, "little room for doubt that landowners would quickly recognize and appreciate the advantages of a properly constituted Land Court, and avail themselves of its provisions." If this did not emanate from a Land Commissioner we should be tempted to call it childish. In the first place, unless the Land Court is to examine titles without any legal assistance, there will have to be added to the court fees all the fees, and more than the fees, to solicitors and counsel, attending the present investigation of title. If the gallant colonel will read the report of the Committee of 1879 he will find that they came to the conclusion that the failure of the Land Transfer Act of 1875 (which offered the same advantages of absolute and possessory titles as are proposed by his scheme) was due to the conviction of the public and their advisers that those advantages were too speculative and remote to compensate for the immediate and certain outlay and trouble which the proceedings entailed. But over and above this, there are considerations to which we do not find the least allusion in the gallant colonel's letter. People dislike the idea of an official scrutiny on every fresh dealing with their property, and distrust a system which guards beneficial interests by cautions and inhibitions; but such a system must necessarily prevail in a country like this, where the ownership of land is split up among so many persons. You cannot possibly, consistently with the simplicity of title which is the main object of registration, place all the interests created out of the original fee on the register; you must, therefore, create an absolute owner for the purpose of dealing with the land, and keep off the register the remaining interests, the owners of which must protect themselves by cautions and inhibitions. If the gallant colonel has solved the question of registration of title, he is a great deal more successful than such an experienced man as Mr. FOLLERT, Q.C., the chief registrar of the Land Registry Office, who told Mr. OSBORNE MORGAN'S Committee that, after talking the matter over with Mr. HOLT, the assistant-registrar, they had never been able to sketch out any mode of registration of title which they thought would succeed under a voluntary system of registration.

THE LEGAL POSITION of Mr. BRADLAUGH is now pretty clearly defined. The Parliamentary Oaths Act, 1866, as amended by the

Promissory Oaths Act, 1866, enacts that, if any member of the House of Commons "votes as such in the said House, or sits during any debate without having made and subscribed the oath" thereby appointed, he shall be subject to a penalty of £500 for every such offence. The 4th section of the Act of 1866 permits an affirmation to be substituted in the case of "every person of the persuasion of the people called Quakers, and every other person for the time being by law permitted" to affirm. It was settled by the Court of Appeal in *Clarke v. Bradlaugh* (L. R. 7 Q. B. D. 38) that Mr. BRADLAUGH was not one of those persons to whom affirmation was permissible. It is now decided that neither is he a person to whom an oath is permissible, and the legal conclusion is that the penalty is recoverable. It is abundantly clear, from authorities so numerous and well-established that it is hardly necessary to cite them (it will be sufficient to refer to *Omichund v. Barker*, Willes, 545), that it is of the essence of an oath that the person who takes it should believe in a Supreme Being having the power to punish falsehood. Whether a particular person has such a belief or not is, of course, a question of fact. In courts of justice the fact is ascertained by the peculiar process of the examination on the *voir dire*, whereby the judge (see *Maden v. Catanach*, 7 H. & N. 360), by a question or questions, extracts from a proposed witness a statement of his belief, and admits or rejects the proposed evidence accordingly as the answers show the requisite belief in the Supreme Being or the reverse. No such process is known to the House of Commons, and there is no precedent of that House having, prior to Mr. BRADLAUGH's case, refused to allow any person, claiming to do so, to take the oath. The many prior occasions upon which difficulties in connection with the oath have arisen in the House of Commons have all arisen in cases where the member has claimed to sit, either without taking the oath at all, or without taking it in all the words prescribed. But, by certain declarations, Mr. BRADLAUGH had, upon the view most favourable to him, supplied at least some evidence of his non-belief in a Supreme Being, and the important question of fact whether this evidence was sufficiently cogent as to his state of mind at the time he assumed to take the oath, has been found against him by the jury, and upon this finding alone the judgment which the court has ordered to be entered for the Crown will be generally approved as correct. There is, however, one objection to this judgment, and, as far as we can see, one objection only, and it is this. There is some ground for saying that the case of the atheist is no *casus omissus* from the Parliamentary Oaths Act, but that that Act exhaustively divides all members into persons permitted to make oath and persons permitted to affirm, and that persons sitting after declining either to make oath or affirm, and no other persons, are subject to the penalty, so that in an action for the penalty no evidence as to the non-belief would be receivable. From the lawyer's point of view this contention may be supported by the absence of any machinery for questioning the member as to his belief, and by the absence of any positive enactment upon the subject. If the Legislature had intended to exclude atheists, it might be argued, upon the analogy of decisions upon other subjects, the Legislature should have said so in express terms. From the layman's point of view, such a contention may be supported by reference to Sir GEORGE GREY's statement in the House of Commons when the Bill of 1866 was introduced, that it was not intended to question any man as to his religious belief. For ourselves, though we cannot say that we think such a contention to be sound in law, we think that it has enough in it to deserve an answer. So much for Mr. BRADLAUGH's legal position. It may be pointed out that his parliamentary position is in one sense not affected by the recent decision. Since he assumed to take the oath in the manner now determined to be insufficient, he has been re-elected, so that his seat is not vacated, although, of course, he will not be able to sit in the present Parliament without being subject to another action. With regard to a future Parliament, it may, perhaps, be doubted whether there will be sufficient evidence of his non-belief to make the penalty recoverable. And it is material to observe that section 5 of the Act of 1866, which prescribes the manner of taking the oath, has no application to the case of a new Parliament, in which members must necessarily be sworn some way or other before a Speaker can be chosen, and *a fortiori* before the Speaker can be in his chair, "whilst a full House of Commons is duly sitting."

IT IS JUST THREE YEARS since the Paymasters' list of so-called dormant funds in chancery was issued, and now, in a supplement to the *London Gazette* of the 27th of June, we have the issue of a new list. It is described as an alphabetical list of the accounts of chancery causes and matters in the books of the Pay Office on the 1st of September, 1883, of which the funds had not been dealt with during the fifteen years immediately preceding that date, with cross-references to the sub-titles of the several accounts. The list which was published at the end of June, 1881, was a mere list (not arranged in strict alphabetical order) of the short titles of causes, and afforded the most meagre information to persons desirous of making a search; and it contained the titles of 2,883 causes. It occupied 42 double-column pages of the *Gazette*. The present list contains the titles of 3,084 causes and matters, and, with the cross-references, occupies 141 double-column pages of the *Gazette*. The labour of preparing this list has, no doubt, been very great, and, so far as we have checked the cross-references, their accuracy leaves nothing to be desired. It will be observed that during the three years 201 cases have been added to the list, or at the rate of sixty-seven in a year. The guiding principle in compiling the list has apparently been to index all names of first plaintiffs and first defendants, and then to index the names of first defendants separately. Besides this, wherever a name appears in a separate account, that name is indexed. The only other useful information which the Paymaster could have given would have been the amount of the fund, which it should be understood is, according to rule 101 of the Supreme Court Funds Rules, 1884, not less than £50 in every case. The authorities could also, by ordering an extensive search through the records in the Central Office from about the year 1726, give further information, such as the names of all the defendants and the names of all the solicitors concerned in each case; but this information anyone, on payment of a small fee, can procure for himself. Every request for information in respect of the accounts mentioned in this list should be addressed to the Assistant Paymaster-General, Supreme Court, subject to the following provisions of rule 101:—"The Paymaster shall not give any information respecting any funds in court mentioned in such list or statement, except upon a request signed by the person applying for such information. If such request be made by a solicitor, such information shall not be given unless the request states the name of the person on whose behalf it is made, and that such person is, in the opinion of the applicant, beneficially interested in such funds. If such request be made by any person other than a solicitor, such information shall not be given unless the applicant is able to satisfy the Paymaster that the request is such as may, in the particular case, be properly complied with." Every petition or summons affecting any money or securities to the credit of a cause, matter, or account inserted in the list, should contain a statement that it has been so inserted. In cases in which the money or securities affected by such petition or summons, and notice of all proceedings in court or at chambers, unless the court otherwise directs, should be served on the Official Solicitor of the Supreme Court.

The *Denver Law Journal* deprecates the admission of women as lawyers, on the ground that there are already "too many old women practising law, even among male practitioners."

Mr. Josiah Beeching announces, in a letter to the *Times*, that the protracted litigation of *Smitherman v. The South-Eastern Railway* has at length been brought to a close, the umpire, Mr. Biron, Q.C., having awarded the widow £500 damages and £500 costs.

Mr. John Jones, registrar of the Swansea County Court, was on Wednesday night taking a drive at Llandysill, when he was thrown out of his carriage and instantaneously killed. Mr. Jones was an active politician and well known throughout South Wales.

On Tuesday, in the House of Commons, Sir R. Cross asked the Attorney-General whether it would not still be possible to make further arrangements for the trial of admiralty and probate cases in the County Palatine of Lancaster. The Attorney-General said he had already answered this question. If there had been sufficient judicial strength a judge would have been appointed for the purpose, because it was felt that Lancashire had great claims.

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THE NEW JUDICATURE BILL.

THE new Judicature Bill, recently introduced by the Lord Chancellor, is of considerable importance. Omitting minor details, the twenty clauses may be said to deal with (1) the strengthening of Divisional Courts; (2) Restriction upon Appeal; (3) Utilization of Official Referees; and (4) Judicial Patronage. As regards the first head, it is proposed by clause 4 that "a divisional court" of the Queen's Bench Division "may at any time be constituted of more than two judges if the president of the said division, with the concurrence of not less than two other judges thereof, shall be of opinion that it is expedient so to constitute the same." This will be an improvement upon the complicated 17th section of the Act of 1876, whereby the concurrence of a majority of the judges is requisite. The non-existence of appeal in criminal cases seems to make some occasional strengthening of divisional courts desirable, and we are glad to find that satisfactory provisions are to be made for it.

Restriction upon appeal, the second head, is dealt with in three clauses. Clause 7 provides that "unless special leave to appeal shall be given, either by the court or judge who gave the judgment or made the order, or, upon an *ex parte* application, by the Court of Appeal, no appeal shall lie from any judgment or order of the High Court . . . when the matter in dispute is of less amount or value than £200." To this proposal, which is based upon a recommendation of the Legal Procedure Committee, but which would happily be *ultra vires* if authorized by rules of court alone, we have a decided objection. Appeal by leave only is a bad thing, and the chief practical result would be to add to the cost of the action the cost of two applications for the "special leave to appeal." We do not see any necessity for an amendment of the law. A frivolous appeal can always be sufficiently punished by making the appellant pay costs. Clause 8, which places restrictions upon appeal from new trial orders, is more sensible, and, with amendment, may be of much use. The proposed restrictions are, that, unless special leave to appeal shall be given, no appeal shall lie from any grant or refusal of a new trial, "except in case of a difference of opinion" among the three judges, "or unless the amount or value of the subject-matter of appeal shall exceed £500." Here we would do away with the leave to appeal, and make the restriction absolute, at any rate if the new trial should have been refused, because in such a case the opinion of the judge who tried the action may be assumed to be the same as that of the judges who refuse the new trial. The exception for a difference of opinion amongst the judges is a revival from the 35th section of the Common Law Procedure Act, 1854, and is, we think, well advised. Upon reference to that section, we find that it prohibited appeals upon applications for new trial on the ground of the verdict being against the weight of the evidence. We have long thought that new trials upon this ground are the greatest scandal of modern procedure, and we would suggest that occasion should be taken to prohibit them altogether, with leave or without leave, with unanimity of the court of review or without it, and whatever be the subject-matter of the dispute.

Clause 9 deals with appeals from chambers, or, to speak more accurately, and in the language of the Bill, appeals from the High Court to the Court of Appeal against "an order concerning any matter of practice or procedure only." The clause, with a saving (which it will be found difficult to construe) for "any order affecting the substance of any right claimed by any person in any cause or matter," abolishes all such appeals "unless special leave shall be given either by the Divisional Court who made the order, or upon an *ex parte* application to the Court of Appeal." We think this clause is in the main good. Appeals in interlocutory matters have so materially increased the delay and expense of litigation that some restriction is absolutely necessary. Upon careful consideration we think that here an appeal by leave may be allowed, but that the leave should be the leave of the Divisional Court only. For the purpose of settling practice, and avoiding such painful collisions of opinion as were disclosed by *Vaughan v. Weldon* (L. R. 10 C. P. 47), occasional appeals will be necessary, and we think that this is just one of the few cases where the appeal by leave only will be usefully given, and usefully given to the Divisional Court, which, for the purpose of an authoritative settlement of difficulties arising from conflicting decisions of

the High Court, will fairly, justly, and reasonably grant the leave or refuse it, whereas the judges of the Court of Appeal would not have either the law or the facts so clearly before them.

The 11th, 12th, and 13th sections deal with the powers of official referees, and, on the whole, are satisfactory. The 11th clause introduces a long-needed (see *Longman v. East*, 26 W. R. 183) reform by allowing a whole cause or matter to be tried before an official referee, "who shall have power to direct in what manner judgment shall be entered," and also power over costs. The 12th clause allows all causes which may be referred to a master or an arbitrator under the Common Law Procedure Act, 1854, to be referred to an official referee, and the 13th allows parties to refer differences to official referees by private arrangement, and entails upon the referees the obligation to hear such differences—an unprecedented, but, we think, unobjectionable, lending of public officers for the settlement of private disputes. These innovations will make the office of official referee even a more highly responsible and honourable one than it is.

Last, though not least, as to patronage. At present, by section 9 of the Judicature (Officers) Act, 1879, as amended by section 25 of the Act of 1881, the appointment of masters and clerks is vested in the Lord Chief Justice of England and the Master of the Rolls in rotation. The 18th clause of the Bill proposes to add the Lord Chancellor to these two judges, the power of appointment to vest in the three "in rotation, or in such order or manner as they may, by agreement among themselves, determine." We think the addition of the Lord Chancellor is well advised, as the holder of that high office has *ex officio* the power of publicly defending any impugned appointment in the House of Lords. But we think, also, that the Bill should go a step further, and, abolishing "rotation," should constitute the three high personages named a patronage board, for whose acts all the three members should be jointly and severally responsible. Some such provision as this would extinguish the notion, which the clause seems to favour, that patronage is a privilege, and not a trust to be exercised for the public benefit.

THE CONFLICT OF LAWS IN RELATION TO CONTRACTS.

Among the various difficult questions that arise under the head of "conflict of laws" not the least difficult are those which concern contracts entered into under such circumstances as to make it questionable what country's law is to govern their interpretation and performance. The subject has been recently discussed in the case of *Jacobs v. The Crédit Lyonnais* (32 W. R. 761, L. R. 12 Q. B. D. 589). The circumstances of that case did not, we think, admit of much doubt, but the judgment of Lord Justice Bowen in the Court of Appeal deals, at some length, with the general principles applicable to the matter. The various text-books that discuss this question usually lay down certain general rules or canons, but the impression left upon our mind, after the perusal of the learned Lord Justice's judgment, is, that the ultimate rule is so general that very often little assistance can be derived from any rules or canons in determining particular cases. In our opinion the question broadly put is, With reference to what law did the parties contract? for that law will govern their respective obligations under the contract.

It often happens, however, in matters arising out of contracts, where the intention of the parties is nominally the test, that the question is really, in many cases, not what the parties intended, but what they must be taken to have intended; so here the question most frequently is, not with reference to what law the parties actually contracted, but with reference to what law they must be taken to have contracted. Very often the parties were ignorant at the time of contracting of the difference between the laws of the different countries, or never contemplated the circumstances that give rise to the question. Now it is obvious, when one comes to consider the terms and nature of the question, that the answer to it must depend so much on the circumstances of each individual case as to render it difficult to lay down any general rules for arriving at such answer. The question what a contracting party's intention must be taken to have been, when he has not expressed it in words, or when it does not appear by necessary implication from what he has

expressed in words, is really equivalent to the question what is just and reasonable to be implied as between the parties under the circumstances; and thus put it is obvious that the question is one the answer to which must depend on the infinitely varying circumstances of individual cases.

In the case of *Jacobs v. The Crédit Lyonnais* the business domicile, if one may use the expression, of both the plaintiff and defendants was English, the plaintiff being a merchant carrying on business in London and the defendants being London bankers. The defendants contracted with the plaintiff to sell to him a quantity of esparto to be shipped by a French company in an Algerian port on board the plaintiff's vessels. The defendants having failed to deliver a portion of the esparto contracted for pleaded that by the French law, which prevailed at the port of shipment, they were excused from performing their contract because prevented from so doing by "*force majeure*"—viz., the prohibition by the constituted authorities of the export of esparto from Algeria by reason of an insurrection and consequent hostilities in that country. This was held by the Queen's Bench Division and the Court of Appeal to constitute no defence. It is clearly the law of England, as applicable to purely English contracts, that, if a man contracts to do a thing without reserve and does not do it, he must pay damages, even although it was impossible of performance. And in the case in question we can see no reason whatever why, because delivery was to take place in a foreign port, the parties should be taken to have contracted in this respect otherwise than according to the law of England. Neither party, both being English subjects, was bound or affected by the foreign law as such, and the only question there could be was whether, under the circumstances, they must be taken by the English law to have imported into their contract a stipulation corresponding to that which the French law would have imported into a contract between French subjects. The short and sufficient answer to that question seems to us to be the question, Why should they? This case is not analogous to cases where the contracting parties have domiciles of different nationality, and when, therefore, their respective laws are different. It must be presumed in such cases that both parties intended that the contract should involve the same obligations, whatever they might be, for that is essential to the very notion of the existence of a contract; but it is often very difficult to say which law is to govern. The law of the place of performance may be that which, as a general rule, it is most just to apply. If the defendants had been a French company carrying on business in France, then, in the absence of anything to the contrary, it would seem reasonable that they should be taken to have rendered themselves subject by the contract only to the degree of obligation which, according to their law, it would import. But even in these cases the applicability of this rule must depend on the circumstances, and many exceptions might be conceived.

We are disposed to think it doubtful whether the language in which this class of questions has been discussed has always been accurately chosen, and whether some light might not be thrown upon them by more scrupulous definition of the question involved. We have used the expression "which law is to govern," and it is difficult, without cumbersome phraseology, to be always absolutely accurate; but the question, strictly speaking, is not so much what law governs as what is the contract. If, in the case of a contract between an Englishman domiciled in England and a Frenchman domiciled in France, the conclusion is correct that "*force majeure*" would be a defence in our courts to an action by the Englishman for non-performance by the Frenchman in France, our courts would determine that by virtue of English law, not of French law. It is conceivable, therefore, that the obligations of a contract would not necessarily be all determined with reference to the same law; some might be determined with reference to the law of one country and some with reference to that of another, according as the probable intention of the parties, or the reason or justice of the case, might be determined by the varying incidents of different cases. As soon as the idea is grasped that the question, when accurately defined, is not what law is to govern the contract as a whole, but what the parties must be taken to have contracted, it at once appears how difficult it is to lay down hard and fast rules for the determination of the question in all cases. A great number of variables are involved, both with regard to place of performance and place of making of the contract. Two persons of the same domicile may make a contract to be performed in another country. Two persons of different domiciles may make a contract to be performed in the country of th

domicil of one of them, or to be performed in a country different from that of the domicile of either of them. Two persons of the same domicile may make a contract in a country other than that of their domicile to be performed in that country, or to be performed in a country other than that of their domicile and that of the making of the contract; or two persons of different domicile may make a contract in the country of one of them to be performed in that country or to be performed in the country of the other. It is unnecessary to pursue further the possible permutations and combinations, and, of course, these are merely skeleton cases, and there may be attendant circumstances in the case of each combination pointing one way or the other in addition to the bare facts of the case with reference to the place of making or performance of the contract. The rules that have been laid down on the subject are not rules or principles of law so much as attempted canons of interpretation or guides to the true inference of fact, and, as with all such rules, it is, after all, doubtful whether you can lay down any much better rule than that you must look to the circumstances of the case.

LEGISLATION OF THE YEAR.

RATING APPEALS.

47 VICT. c. 5.—AN ACT TO AMEND THE VALUATION (METROPOLIS) ACT, 1869, BY GIVING GREATER FACILITIES FOR APPEAL TO OWNERS AND LESSEES OF HOUSES PAYING RATES AND TAKES IN THE PLACE OF THE OCCUPIERS. [28th March, 1884.]

As is well known, the person liable for rates under the Statute of Elizabeth is the occupier, but Parliament, by 50 Geo. 3, c. 12, and 32 & 33 Vict. c. 41, has made provision for the rating, by order of the vestries, of owners, instead of occupiers, of small properties, the former Act applying only to houses let at not more than £20 a year, and the latter (in the metropolis) to hereditaments of which the rateable value does not exceed that amount. The 70th section of the Valuation (Metropolis) Act, 1869, provided that, "where the owner of any hereditament is liable to be assessed . . . in the place of the occupier, such owner shall, for the purposes of this Act and the Acts incorporated therewith" [which Acts, being the Union Assessment Committee Acts of 1862 and 1864, give the right of appeal], "be deemed the occupier." The 2nd section of the present Act repeals the 70th section of the Act of 1869, but merely to re-enact it in more comprehensive and explicit terms. The added words mostly seem to express what a court would have held to be implied, except that the enactment is now extended so as to apply to cases where the owner "does in fact pay the rate or tax" in the place of the occupier under any contract or arrangement with the occupier; and the important point to bear in mind is that whereas, where the liability arises by law, such liability—and, therefore, the owner's right of appeal—can only arise in cases where the property does not exceed £20 in value; there is no such limit, and consequently an unlimited right of appeal, where the liability arises by agreement with the occupier. The 2nd section also provides, reasonably enough, that any form of notice required to be served by the Act on the occupier, except where the owner is liable to be assessed, shall be deemed sufficiently served if served on the occupier; and a 3rd section saves a very unnecessary expense by the provision that one notice or objection on the part of an occupier (or owner within the Act) may apply to more than one hereditament included in one valuation list.

BANKRUPTCY APPEALS.

47 VICT. c. 9.—AN ACT TO AMEND THE LAW AS TO APPEALS IN BANKRUPTCY FROM COUNTY COURTS. [28th April, 1884.]

By section 104, sub-section 2 (a.), of the Bankruptcy Act, 1883, the appeal from a county court sitting in bankruptcy lay to the Court of Appeal. The present Act substitutes for the Court of Appeal "a divisional court of the High Court of Justice, of which the judge" (now Cave, J.) "to whom bankruptcy business shall for the time being be assigned shall, for the purpose of hearing any such appeal, be a member." It is added that the decision of the Divisional Court shall be final, unless such court, or the Court of Appeal, shall give leave to appeal to the Court of Appeal, whose decision is to be final. There will, therefore, be no appeal to the House of Lords as is given by leave of the Court of Appeal in High Court bankruptcy cases by section 104 (c.) of the Act of 1883. The strength of the Divisional Court will we imagine, be regulated by section 17 of the Appellate Jurisdiction Act, 1876—that is to say, it will be constituted in all ordinary cases "of two judges and no more," unless indeed the new Judicature Bill, which we notice elsewhere, should become law.

PROTECTION OF FISH.

47 VICT. C. 11.—AN ACT FOR THE FURTHER PROTECTION OF FISH OTHER THAN SALMON IN FRESH WATERS. [19th May, 1884.]

The title and preamble of this Act very aptly explain its scope, the preamble reciting that "it is expedient to extend the powers of boards of conservators in fishery districts for the better protection of freshwater fish." The Freshwater Fisheries Act, 1878 (41 & 42 Vict. c. 39), applied in great measure to trout and char only, although by the 11th section it prescribed a "close season" for all other freshwater fish. The present Act, which, by section 6, defines freshwater fish as "any fish living permanently or temporarily in fresh water, except salmon" (which fish are simply protected by the numerous Salmon Fishery Acts), carries out its object by a variety of minute provisions. By section 1, in any existing fishery district, the conservators may make bye-laws applicable to freshwater fish, and regulating the size of nets, and for prohibiting the use of any mode or instrument for taking the fish. By section 2 fishery districts may be formed and conservators appointed for waters frequented by freshwater fish only; and, by section 3, many of the numerous powers with which the Salmon Fishery Acts arm "water bailiffs" are applied. Lastly, "any person who unlawfully and maliciously puts any poison, lime, or noxious material in any water frequented by freshwater fish, with intent to destroy," is made liable on summary conviction to a fine not exceeding £20, "or imprisonment, with or without hard labour, for a term not exceeding two months." Against a sentence of fine there will be no appeal, but against a sentence of imprisonment the Summary Jurisdiction Act, 1879, s. 19, gives an appeal to quarter sessions.

RECENT DECISIONS.

"REASONABLE EXCUSE."

(School Board for London v. Duggan, Q. B. D., 32 W. R. 768.)

The 11th section of the Elementary Education Act, 1876 (39 & 40 Vict. c. 79), enacts that "if the parent of any child above the age of five years . . . habitually, and without reasonable excuse, neglects to provide efficient elementary education for his child, . . . it shall be the duty of the local authority . . . to complain to a court of summary jurisdiction, and such court may, if satisfied of the truth of such complaint, order that the child do attend some certified efficient school willing to receive him," and it is added that "any of the following reasons shall be a reasonable excuse: (1) that there is not a public elementary school within two miles of the residence of the child; or (2) that the absence of the child from school has been caused by sickness, or any unavoidable cause." The 12th section empowers the justices, when the order is not complied with without reasonable excuse, to fine the parent five shillings, "if he fails to satisfy the court that he has used all reasonable efforts" to enforce compliance with the order. The present case (1) assumes that the High Court has power to review the decision of the justices upon the question what is a reasonable excuse, and (2) decides that it is a reasonable excuse that the child is engaged at home in earning money necessary to the support of the family. The power of the High Court to review this decision below, as it has not been yet questioned in any case, must now, perhaps, be taken to be a legally existing power. That other excuses may be "reasonable excuses," besides those specified in section 11 of the Act of 1876, follows from *Belper School Attendance Committee v. Hadley* (30 W. R. 76, L. R. 9 Q. B. D. 259), in which the point was expressly decided upon the construction of bye-laws similar in terms to that section. The decision practically allows the justices of the peace to administer the compulsory clauses of the Education Acts at their discretion, subject to an absolutely discretionary review of such discretion by the High Court. Technically, of course, the justices remain masters of the position, the technical question for the High Court being not whether the justices were right or wrong, but whether there was evidence upon which their decision could be supported. In the present case the court, or at any rate Stephen, J., so cordially concurred in the view taken by the justices, that this point, which would be of importance if a case were to arise in which the court should disagree with the justices, is perhaps not sufficiently brought out in the judgment. In the *Belper case* Grove, J., just puts this point, but there, too, the court agreed with the justices.

REVIEWS.

DUTIES OF SOLICITOR TO CLIENT.

THE DUTIES OF SOLICITOR TO CLIENT AS TO SALES, PURCHASES, AND MORTGAGES OF LAND. By EDWARD F. TURNER, Solicitor. Stevens & Sons.

THE DUTIES OF SOLICITOR TO CLIENT AS TO PARTNERSHIP AGREEMENTS, LEASES, SETTLEMENTS, AND WILLS. By EDWARD F. TURNER, Solicitor. Stevens & Sons.

These volumes embody the courses of lectures delivered by Mr. Turner at the Law Institution on the subjects mentioned in the titles. The lectures, as delivered, we believe, were very successful in enlisting the interest of the hearers, and fixing in their minds the leading principles of the subjects discussed; and in the revised and enlarged versions now before us they certainly constitute a very valuable manual for the student. Mr. Turner has wisely preserved the colloquial style of the lecture, and the result is that there are not many pages in the book which the artful clerk can reasonably stigmatize as "dry." That personage too often needs some stimulus to induce him to extend his legal reading beyond the works essential for his examinations, and he is likely to find such stimulus in Mr. Turner's lively pages. More than this, the books supply a want which has long existed in elementary works on conveyancing. They are eminently practical, and, as the titles indicate, deal mainly with what the author terms "the larger and higher duties rather than with the minutiae of the daily routine of a solicitor's office; . . . those duties of a solicitor of which the competent performance is not to be insured merely by watching and imitating what you see others in the same office doing around you, but which, on the contrary, can only be adequately discharged if you approach them with an understanding mind." The idea is a good one, and it appears to us to be very well carried out.

The first of the volumes mentioned above deals with the duties of the vendor's and purchaser's solicitor and the mortgagor's and mortgagee's solicitor. The arrangement adopted is clear and ingenious, following the successive stages of a sale and mortgage. On each step the information given is, in general, accurate; sufficiently full for the purposes of the student, and, above all, practical. There is, perhaps, here and there, a little lack of proportion in the space allotted to different points, but this is almost unavoidable in lectures. The second volume takes up the duties of the solicitor as to partnership articles, leases, settlements, and wills; and as upon some of these transactions there is no representation of opposing interests, each subject is dealt with under a general heading; in cases where such representation occurs, the duties of the solicitor for each party being separately considered upon each separate point. It would probably have been a little difficult to work out, but we think that a division of the general head of leases into duties of lessor's solicitor and duties of lessee's solicitor would have been advantageous. Under the former head there would come the general contents and construction of a lease; under the latter the modifications which should be inserted or insisted on in the draft on behalf of the lessee. This, however, is a mere matter of convenience of arrangement, which has, no doubt, been considered by Mr. Turner. The lectures on leases, no doubt owing to the enormous range of the subject and the intricacy of many branches of it, strike us as the least complete; but, so far as they go, they are in general accurate and useful. Attention should be drawn in the next edition, at pp. 76 and 78, to the necessity that a parol lease should not exceed three years from the making thereof, a point on which both students and practitioners are not a little apt to go wrong; and the doctrine of *Parker v. Taswell*, which had nothing to do with part performance, is not quite correctly given in the last sentence on p. 76. In general, however, we think that this second volume will well maintain the reputation gained by its predecessor. The author has an excellent grasp of his subjects; he expounds them with great clearness, and flavours his exposition with a humour and practical common sense worthy of Lord St. Leonards' Handy Book. A great deal of trouble will be saved to principals and conveyancing clerks, and a great deal of advantage will be gained by artful clerks by the perusal by the latter of these volumes.

At the Midsummer Berks Quarter Sessions, a letter was read from Mr. Richard Benyon, resigning the chairmanship of the sessions.

Mr. Robert Romer, Q.C., has been elected a bencher of Lincoln's-inn, in place of the late Mr. Hinde Palmer, Q.C.

At the Somerset Quarter Sessions, Captain Allison, Deputy Chief Constable of Lancashire, was elected Chief Constable of Somersetshire in the room of Mr. Gould, resigned.

CORRESPONDENCE.

LAW SOCIETY'S CLUB.

[To the Editor of the Solicitors' Journal.]

Sir,—I should esteem it a favour if you will allow me a small space to urge members of the Incorporated Law Society to do their best to attend the general meeting on Friday, the 11th inst., and support Mr. Whale's motion, or at all events reject the preposterous proposition of the council, which is, in effect (for the new fees are, although reduced in amount, quite as exclusive as the old ones), a re-establishment of the existing club on the old lines with the exception of the ballot. The society should do all in its power to increase its members; but it is not likely that it will do so whilst within two hundred yards is the "Legal Club," which, for a subscription not exceeding that paid by town members of the Incorporated Law Society for the use of hall and library only, offers, in addition to these conveniences, "club privileges" of even greater attractions than those the council now propose to afford for a five guinea entrance fee and five guinea subscription. I venture to think that if half the space now allotted to the club were let as offices (and there would be small difficulty in obtaining tenants), the rents accruing would be quite sufficient to pay for the tenancy of the other half as a club without calling for any additional subscription. I may add in conclusion that I am not acquainted with Mr. Whale, and can (at present) sign myself

MEMBER OF THE INCORPORATED LAW SOCIETY.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 55, P. 3 (B).—CHAMBERS IN CHANCERY DIVISION.—ORIGINATING SUMMONS.—DIRECTION TO TRUSTEES.—In a case of *Suffolk v. Lawrence*, before Pearson, J., on the 28th ult., a question arose as to the application of rule 3 (c.) of order 55, which provides that any person claiming as *cestui que trust* under the trusts of any deed or instrument may take out, as of course, an originating summons, returnable in the chambers of a judge of the Chancery Division, for "directing the trustees to do or abstain from doing any particular act in their character as such trustees." An action had been brought for the partition of real estate, to a moiety of which the trustees of a will were entitled. This moiety was by the will devised to them in trust to sell, with the consent of any two of the testator's three children, and to divide the proceeds of sale equally between the three children. In the partition action judgment was pronounced directing inquiries as to the persons interested in the property, and giving leave to any of the persons interested, individually or collectively, to the extent of one moiety or upwards, to apply in chambers for an order for the sale of the property. The trustee in the bankruptcy of one of the three children took out an originating summons against the trustees of the will, asking that the trustees might be directed to concur in a sale of the property under the order of the court in the partition action, and to abstain from putting the testator's estate to the expense of a partition. PEARSON, J., said that the rule referred to the doing or abstaining from doing some act within the trusts. This application related to something altogether outside the trusts of the will. He felt bound to protect the court from originating summonses. This was an experiment; it failed, and he must refuse the summons, with costs.—COUNSEL, *Cosens-Hardy, Q.C.*, and *Wurzburg; Cookson, Q.C.*, and *C. T. Mitchell*. SOLICITORS, *Sharpe, Parkers, & Co.; Pattison, Wigg, & Co.*

R. S. C., 1883, ORD. 37, R. 5.—EVIDENCE.—COMMISSION TO EXAMINE WITNESSES ABROAD.—In a case of *Lawson v. The Vacuum Brake Company*, before the Court of Appeal on the 2nd inst., a question arose as to the issue of a commission to examine a witness abroad. A summons was taken out on behalf of the plaintiff for the issue of a commission to examine a witness, and in support of the application a clerk to the plaintiff's solicitors deposed that the proposed witness was an American citizen, and that the deponent was informed and believed that he was at present residing in Chicago. He was a material and necessary witness for the plaintiff in the action. In another affidavit the same clerk deposed that the witness was employed by a public company in Chicago, and that he believed that he could not come over to England to attend and give evidence at the trial. He said that he derived his knowledge from letters written by the plaintiff from America to the deponent's principals. One of the plaintiff's solicitors deposed that the witness was in no way under the control or influence of the plaintiff, and that it would not be possible by any means, so far as the deponent was aware, to procure his attendance in this country. It was also sworn that the application was a *bona fide* one, and that it was not made for the purpose of delay. One of the defendants' solicitors deposed that it was of great importance to the defendants that, if the witness in question was examined, he should be examined and cross-examined in open court before the judge who tried the case, and that the defendants' case would be seriously prejudiced if the witness was examined in any other way. The court (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) held that the applicant had not made out a sufficient case to justify the

issue of a commission. He ought to show reasonable ground for believing that it would be practically impossible to procure the attendance of the witness at the trial for examination. He did not even say that the witness had been asked to attend.—COUNSEL, *Northmore Lawrence; Maclean*. SOLICITORS, *Harper & Battock; Linklater & Co.*

PRACTICE APPEALS.*

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

June 30.—Before STEPHEN and WATKIN WILLIAMS, JJ.

Order 57—Interpleader.

A person against whom adverse claims are made will not be refused relief by way of interpleader at the instance of a claimant who has undertaken to indemnify him and upon that ground.

Tucker v. Morris, 1 Cr. & M. 73, distinguished.

Appeal from an order of Denman, J., overruling the master, and giving the applicant leave to interplead.

Richardson & Co., a firm of auctioneers, in April, 1884, received instructions from one Wright to sell certain goods on his behalf. These goods had already been taken possession of by one Thompson, as the grantee of a bill of sale, whereby the property in the said goods was transferred to him by way of mortgage. In his instructions to the applicants to sell the goods, Wright referred to the fact that Thompson claimed the property in them, and had put a man in possession. He stated that the equitable title to the goods was in him (Wright), as the interest in the bill of sale which he held had passed to him under a declaration of trust made in his favour by Thompson. At the same time, Wright undertook to indemnify Richardson & Co. in respect of any liability which they might incur to Thompson. Acting on these instructions, and on the promise of an indemnity, Richardson & Co. sold the goods and retained the proceeds thereof. Before the sale, Thompson having become aware that it was intended to sell the goods, warned Richardson & Co. not to part with the proceeds, and shortly afterwards gave them notice of his claim. Upon this Richardson & Co. took out a summons for leave to interplead. This was refused by the master, but, on appeal, granted by the judge. Wright appealed.

Charles Q.C., and *Seward Brice*, for the appellant.—Richardson has a contract of indemnity with one of the claimants, and ought not to be granted relief by interpleader: *Tucker v. Morris* (1 Cr. & M. 73).

Henn Collins, Q.C., and *English Harrison*, for the applicants.

Holt, Q.C., and *Forman*, for Thompson.

The Court dismissed the appeal. In *Tucker v. Morris*, the objection to the interpleader came from the claimant against whom the indemnity was given. Here the objection is made by the person who had himself made the agreement to indemnify. The rule laid down in *Tucker v. Morris*, the object of which was to prevent a claimant suffering a disadvantage from the collusion of the other parties, had no application in the present case.

Appeal dismissed, with costs.

Solicitors for the appellant, *Bellamy*.

Solicitor for Thompson, *Watson Stokes*.

Solicitors for Richardson & Co., *Sole, Turner, & Knight*.

(Before FIELD, MANISTY, and LOPES, JJ.)

July 1.—*Loughnan v. McGregor*.

This was appeal from an order of Mr. Justice Denman at chambers, remitting the action to the Westminster County Court, unless the plaintiff within a week gave security for costs to the satisfaction of the master. The claim in the action was for damages for injuries sustained by the plaintiff whilst working as a labourer in the employ of the defendants at the Prince's Hotel, Coventry-street, Haymarket, the injuries being of a severe character, including fracture of the collarbone, and complete shattering of the nervous system, which it was alleged would disable the plaintiff from work of a permanent kind for the rest of his life. The statement of defence and reply had been delivered (the defence shortly denying liability, and paying a sum of £50 into court to satisfy the plaintiff's claim), and the plaintiff had given notice of trial, and entered the case for trial. Under these circumstances, the defendants applied by summons at chambers for an order remitting the case to the county court, under the County Courts Act, 1867, s. 10, on the ground that the plaintiff had "no visible means" of paying the defendants' costs, should they obtain a verdict, the defendants' affidavit alleging (*inter alia*) that the plaintiff was in the employ of the defendants' sub-contractor. The master refused the application, but on appeal to the judge Mr. Justice Denman made an order remitting the case to the Westminster County Court. The plaintiff now moved by way of appeal from this decision.

Synnott appeared for the plaintiff, the appellant.

Corrie Grant, for the defendant.

Synnott argued that this was "a fit case to be tried in the High Court" in the words of the statute; that the defendants themselves admitted this by paying £50 into court, and procuring a medical examination of the plaintiff, and that the defendants were too late to make the application after allowing the costs of pleadings, &c., in the High Court to be incurred, and notice of trial to be given. Moreover, the defendants had raised a point of law by saying their sub-contractor was liable.

* Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

Grant urged the plaintiff's poverty, and argued that Mr. Justice Denman's discretion ought not to be interfered with.

In the result, the court allowed the appeal.

FIELD, J., said that poverty alone was never a sufficient ground for preventing a suitor from prosecuting his remedy in the High Court if he launched a case "fit to be tried" there. This was certainly a case "fit to be tried" in the High Court. The injuries had been severe, the damages would not be small if negligence were proved. The recovery of £10 in an action of tort in the High Court entitled the plaintiff to costs on the High Court scale; here the defendants had actually paid £50 into court, and they were not likely to over-estimate the amount of their liability. The defendants, moreover, should have made the application before all the costs of pleadings and medical examination had been incurred and notice of trial given.

MANISTY and LOPES, JJ., concurred.

BANKRUPTCY CASES.

BANKRUPTCY—TRANSFER OF PROCEEDINGS—CERTIFICATE OF JUDGE—REFUSAL TO EXERCISE DISCRETION—APPEAL—BANKRUPTCY ACT, 1883, ss. 97 (SUB-SECTION 2), 104—BANKRUPTCY RULES, 1883, rr. 16, 17, 111 (SUB-SECTION 3).—In a case of *Ex parte Gillibrand*, before a divisional court of the Queen's Bench Division on the 26th ult., a question arose as to the transfer of the proceedings under a bankruptcy petition from a county court to the High Court. Two partners in trade, who carried on business at King's Lynn, in Norfolk, presented a bankruptcy petition, and a receiving order was made. The debtors' statement of affairs showed that their unsecured debts amounted to £241,000, and their assets to £43,000. Their capital in 1879 amounted to less than £2,000, and they had lost £197,000 in the course of five years' trading. Their creditors were principally merchants in London, Liverpool, and Hull. They also owed £60,000 to their bankers, at Cambridge. Before the public examination of the debtors was concluded, some of the creditors applied to the county court judge for a certificate, under rule 16, that, in his opinion, the proceedings would be more advantageously conducted in the London Bankruptcy Court. The judge refused the application, on the ground that it was premature. An appeal was presented, but some correspondence then took place between the solicitors of the parties, which resulted in the withdrawal of the appeal. The public examination being still not completed, the application for the certificate was renewed, and evidence was adduced that the official receiver had realized nearly the whole of the estate; that the debtors in their examination had stated that, during the five years anterior to their petition, they had never made a proper balance-sheet; and that, in order to carry out a proper investigation of their books, it would be necessary to refer from time to time, for the purpose of checking their accounts, to the books of the various merchants with whom they had traded, and also to the books of their bankers, and of the bankers' London agents. The judge refused the application, on the ground that, having regard to the correspondence which had taken place as to the withdrawal of the appeal, the applicants had estopped themselves from renewing the application. The creditors who desired the transfer to be made appealed to the Divisional Court, and the appeal was opposed mainly by the bankers. It was objected that the refusal of the judge to give the certificate was not an "order in a bankruptcy matter," within section 104 of the Act, from which an appeal lay, or that, at any rate, sub-section 3 of rule 111 prevented the right of appeal. That sub-section provides that "no appeal shall be brought in respect of the omission of the court appealed from to exercise any discretionary power, unless the court shall, in its judgment, or on application made at the hearing, have expressly refused to exercise such power, in which case the refusal may be made a ground of appeal." The court (MATHW and CAVE, JJ.) held that the judge was wrong in his conclusion that the correspondence between the solicitors amounted to an agreement not to renew the application, and they held that the judge's refusal to grant the certificate was an order appealable under section 104; or that, at any rate, the grounds of the judge's decision being wrong, he had, in substance, refused to exercise his discretionary power, and an appeal lay under rule 111. And their lordships thought that, under the circumstances of the present case, the investigation of the debtors' affairs would be more advantageously conducted in the High Court in London than in the county court, and that the certificate to that effect ought to be granted. This, of course, would not settle the question whether there should be a transfer of the proceedings, because, under rule 17, the creditors had still power to prevent the transfer by a resolution to that effect. CAVE, J., added that, even if there had been such an agreement as was suggested not to renew the application, it could not have precluded the judge from considering the question. It was not a case of ordinary litigation between parties. It was the duty of the court to see that the administration of the estate should take place in the mode most convenient for the creditors generally. Such an agreement might affect the question of costs, but his lordship protested against the notion that an agreement between the solicitors of two creditors could prevent the judge from exercising his discretion in the way he might think best for the creditors generally.—COUNSEL, *Cooper Willis, Q.C.*, and *Drey*; *P. Turner*; *Firth*. SOLICITORS, *F. W. Mount*; *G. Whale*; *Duffield & Drury*.

BANKRUPTCY NOTICE—"FINAL JUDGMENT"—NOTICE BY EXECUTOR OF JUDGMENT CREDITOR—LEAVE TO ISSUE EXECUTION NOT OBTAINED—BANK-

RUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (G.).—R. S. C. 1883, ORD. 42, r. 23 (A).—In a case of *Ex parte Woodall*, before the Court of Appeal on the 27th ult., a question arose on the construction of section 4 of the Bankruptcy Act, 1883. Section 4 provides, by sub-section 1, that "a debtor commits an act of bankruptcy in each of the following cases (*inter alia*)—(g.) If a creditor has obtained a final judgment against him for any amount, and execution thereon not having been stayed, has served on him . . . a bankruptcy notice under this Act, requiring him to pay the judgment debt in accordance with the terms of the judgment, or to secure or compound for it to the satisfaction of the creditor or the court, and he does not, within seven days after service of the notice, either comply with the requirements of the notice, or satisfy the court that he has a counter-claim, set-off, or cross-demand which equals or exceeds the amount of the judgment debt, and which he could not set up in the action in which the judgment was obtained." On the 6th of December, 1879, H. recovered judgment against W. in an action in the High Court for £342 12s. 4d. Some payments were afterwards made by W. on account of the judgment debt. On the 20th of July, 1882, H. died, and at the time of his death a considerable balance remained due to him on the judgment. On the 10th of April, 1884, his widow and executrix served a bankruptcy notice on W. requiring him to pay to her £160 1s. 5d., which the notice stated to be the balance due to her as executrix of her husband on the final judgment obtained by him against W. The notice was not complied with within the seven days, and the executrix then presented a bankruptcy petition against W., upon which the registrar on the 29th of May made a receiving order. The debtor appealed, and it was contended on his behalf that, inasmuch as the executrix had not obtained the leave of the court under section 23 of order 42 of the Rules of the Supreme Court of 1883 to issue execution on the judgment, she was not a creditor entitled to issue a bankruptcy notice, and that consequently no act of bankruptcy had been committed, and the receiving order ought not to have been made. On behalf of the executrix it was urged that the word "creditor" in sub-section 1 (g.) included the representative of a creditor who had obtained a final judgment, and that, if it did not, the obtaining leave to issue execution on the judgment would not make the executrix a creditor who had obtained a judgment, and consequently an executor of such a creditor could never issue a bankruptcy notice for the judgment debt. The court (BAGGALLAY, COTTON, and LINDLEY, L.JJ.), held that the executrix was not entitled to issue the bankruptcy notice. BAGGALLAY, L.J., said that if sub-section 1 (g.) had not contained the words "execution thereon not having been stayed," he thought there would have been strong ground for adopting the view that the word "creditor" included the executor of the judgment creditor. But those words tended to show that the creditor spoken of must be a person who was in a position to issue execution upon the final judgment. The original creditor was in that position; if the applicant for the bankruptcy notice was the executor of the original creditor he did not, as his lordship read the section, fill the position intended by it until he had obtained leave to issue execution on the judgment. The appeal must, therefore, be allowed, and the receiving order discharged. COTTON, L.J., was of the same opinion. The act of bankruptcy in question was a statutory one, and the terms of sub-section 1 (g.) must be looked at. The creditor was required to do two things, to obtain a final judgment and to serve a notice on the debtor. The same person was to do the two things. Regard must also be had to the words "execution thereon not having been stayed," which pointed to this, that the person who served the notice must be in a position to issue execution. The executrix had not obtained the final judgment, and she was not in a position to issue execution on it. It was said that if she could not serve the notice now, she never would be able to serve it. In his lordship's opinion, that would be too refined a construction. It was not, under the present practice, necessary that the executrix should be made a party to the record by *scire facias*, but she could obtain leave to issue execution on the judgment. In his lordship's opinion, her proper course was to obtain leave to issue execution, even if she did not wish to issue it. When she had done that she would be a creditor, or should be treated as a creditor, within the meaning of sub-section 1 (g.), and would be in a position to issue execution on the judgment. LINDLEY, L.J., concurred. He thought that, until the executrix had obtained leave to issue execution on the judgment, it was impossible to say that she had brought herself within the true construction of sub-section 1 (g.). He did not doubt that she was a creditor, but, in his view, she had not obtained a final judgment. She could, however, by doing something else, put herself in the position of a creditor who had obtained a final judgment. The words "execution not having been stayed" showed that the creditor must be a person who was in a position to issue execution; they assumed that execution might have been stayed. If the words of the section were looked at through a very strong microscope, possibly they would not include the executor of the original judgment creditor, but, for all practical purposes, an executor who had obtained leave to issue execution on the judgment was within the words.—COUNSEL, *T. Brett* and *H. Reed*; *Sidney Woolf*. SOLICITORS, *T. R. Watson*; *W. R. Francis*.

BANKRUPTCY—TAXATION OF COSTS—BANKRUPTCY PETITION BY DEBTOR—COSTS OF PETITIONER'S SOLICITOR—PROCEEDINGS IN COURT—COSTS INCIDENTAL TO SECOND MEETING OF CREDITORS—BANKRUPTCY ACT, 1883, ss. 100, 105—BANKRUPTCY RULES, 1883, r. 105—APPEAL FROM ORDER ALLOWING COSTS—SERVICE ON SOLICITOR ONLY.—In a case of *Ex parte The Board of Trade*, before a divisional court of the Queen's Bench Division on the 26th ult., a question arose upon section 105 of the Bankruptcy Act, 1883, which provides that, "subject to the provisions of this Act and to general rules, the costs of and incidental to any proceeding in court under this Act shall be in the discretion of the court." A debtor presented a bankruptcy

petition, and at the first meeting of the creditors a scheme for the arrangement of his affairs was proposed on his behalf and was unanimously accepted by the creditors, the official receiver supporting it. At the second meeting (after the public examination of the debtor) the official receiver, though he had made a report in favour of the scheme, opposed it, stating that he had been instructed by the Board of Trade to do so, as the board objected to any scheme of arrangement in small bankruptcies. The result of this opposition was that no attempt was made to ask the meeting to confirm the scheme, and the debtor was adjudicated a bankrupt. His solicitor carried in his bill of costs for taxation, and the judge made an order that the official receiver should pay out of the assets the costs properly incurred by the debtor's solicitor of and incidental to the second meeting of the creditors and the public examination of the debtor. This order purported to be made on the application of the debtor by his solicitor. The Board of Trade and the official receiver appealed from the order, and the notice of appeal was addressed, not to the debtor, but to the solicitor personally by name. On the opening of the appeal it was objected that the notice was irregular, and it was agreed to amend it by substituting the debtor as respondent for the solicitor. The court (MATHEW and CAYE, JJ.) held that the second meeting of the creditors was not a "proceeding in court" within the meaning of section 105, and that the court had, therefore, no jurisdiction to allow the costs incidental to it to be paid out of the assets. But they held that the public examination was a "proceeding in court," and that the costs incidental to it had been properly allowed.—COUNSELL, *Chalmers*; WINSLOW, Q.C., and J. E. ZINKLAER. SOLICITORS, *Solicitor to the Board of Trade*; A. R. NORMAN, Chatham.

CASES BEFORE THE BANKRUPTCY REGISTRARS *

(Before Mr. REGISTRAR MURRAY, sitting as Judge.)

April 9, June 12, 29.—*Re Chapman, Ex parte Lovering.*

Relation back of trustee's title.—Personal liability of solicitor of petitioning creditor to refund money received from debtor on account of the petitioning creditor's debt between date of act of bankruptcy and adjudication, even where such sums were paid over to the petitioning creditor before date of order of adjudication.

One James Chapman committed an act of bankruptcy by non-compliance with a debtor's summons, and after the commission of such act of bankruptcy, and before the order of adjudication founded upon such act of bankruptcy, the solicitor of the petitioning creditor received from the debtor, and paid over to the creditor, the sum of £305, on account of the petitioning creditor's debt. A motion was made to the court by

Sidney Woolf, on behalf of the trustee in bankruptcy of the said debtor, to recover the said sum of £305 and costs from the solicitor of the said petitioning creditor.—It was contended that the trustee in bankruptcy acquired, by virtue of his appointment, and the doctrine of relation back of his title, a statutory title overreaching that of the petitioning creditor, and reliance was placed upon the cases of *Helder v. Lewis* (L. R. 24 Ch. D. 339), *Vernon v. Hankey* (2 D. & E. 113), *Hankin v. Buchan* (L. R. 10 Ch. D. 711), *Stephens v. Elwell* (4 M. & S. 489), *Cooper v. Chitty* (1 Burr. 20), and *Hyatt v. Bott* (L. R. 9 Ex. 86).

A. A. B. Terrell, and Wyatt Hart, for the solicitor for the petitioning creditor, *contra*.—This is a case of first impression; no authority has been produced on the other side in support of this application. The novelty of this application, under the circumstances, is sufficient to defeat it: *Corbett's case* (2 Co. R. 87) and *Stead v. Thornton* (3 B. & Ad. 354) are directly in point, and establish the protection afforded by the court to solicitors acting within their retainer in such circumstances as the present. No action lies against the solicitor acting for a trustee for participating in a breach of trust, even with full notice: *Moss v. Pearson* (28 Beav. 196), *Attorney-General v. Lord Chesterfield* (18 Beav. 120), *Lewin on Trusts*, 6th ed., 170, *Keen v. Roberts* (4 Mad. 120), *Lea v. Sankey* (L. R. 15 Eq. 204), *Barnes v. Addy* (L. R. 9 Ch. 244). In *Wood v. Wood* (4 Russ. 558) the solicitor was only held answerable because he assumed the character of receiver. The doctrine of the text-books is in our favour: see Pulling on the Law of Attorneys, 395, and Corlery on Solicitors, 67. From the earliest times the court has always upheld the protection afforded to its officers in discharge of their duties: 1 Mod. Rep. 300, and *Johnson v. Ogilby* (3 P. Wms. 277). No tort has been committed in this case (*Lingard v. Bromley*, 1 V. & B. 116), and it is so admitted by the applicant; hence the doctrines applicable to the law of principal and agent apply, and the agent is not responsible. The solicitor to the petitioning creditor would have been liable to a summary proceeding in the High Court had he not at once handed over to his client the moneys in question as and when he received them from the debtor on account of the debt. There is no inflexible rule in favour of the trustee on account of the doctrine of relation back of his title as in a matter of a writ of extent: see *Decherst v. Van-Hohe* (L. R. 7 Ch. 796). The moneys in question have been paid away, and so cannot be ear-marked: see the judgment of Vaughan, J., in 1 Bing. N. C. 420. An adjudication in bankruptcy is merely general execution, and, therefore, there is no reason why a solicitor should be made personally answerable for receiving the fruits of the client's execution against his debtor, especially as nothing but fraud can make a solicitor answerable in equity.

June 23.—MURRAY, Registrar, having taken time to consider, on this day delivered judgment:—This is an application on behalf of the trustee in bankruptcy of James Chapman to recover certain sums of money from Mr. Edwards which he received from the debtor in consideration of ad-

journments from time to time of the petition, which sums he appears to have paid over to or retained in account with his client, the petitioning creditor. Of course these sums were received with full knowledge of the act of bankruptcy committed by Chapman. [The learned registrar, after stating the dates and the facts of this case in detail, continued:—] The facts of the case are not in dispute, and the adjudication took place on the 24th of October, 1883. The defence set up is that Mr. Edwards received the money as the solicitor and agent for the petitioning creditor. I think the case of *Vernon v. Hankey* (*ubi sup.*) is an important decision in favour of the trustee in this case, and particularly the judgment of Ashurst, J., in that case, at p. 120, where it was held that the banker was liable for paying a cheque after receiving notice of an act of bankruptcy committed by the drawer. Mr. Edwards' defence cannot rightly be supported by reference to the doctrines of equity as shown by the cases of *Attorney-General v. Lord Chesterfield* (*ubi sup.*) and *Moss v. Pearson* (*ubi sup.*), as they have nothing to do with the doctrine of relation back of the trustee's title in bankruptcy, which is an exception to the general rules of law. As to when an agent is liable for an act while acting under his principal's orders, and what amounts to a conversion in law, the case of *Hyatt v. Bott* (*ubi sup.*), and the judgment of Lord Bramwell are the best authorities. There is, further, the case of *Stephens v. Elwell* (*ubi sup.*) repeatedly approved by the court. As to the argument that Mr. Edwards might have been proceeded against summarily to recover the sums in question, and that he would have had no answer to his client's demands, the proper course for a solicitor to adopt under such circumstances is either not to accept the money from the debtor, or, if he did, he should have retained it in safe keeping till it should appear whether the adjudication should finally be made. I might have reeited my judgment on the special provisions of the Bankruptcy Statutes as explained by the case of *Helder v. Lewis* (*ubi sup.*). Under these circumstances, I must make the order asked for by the trustee in the terms of the notice of motion.

Solicitors, *Munns & Longden*; Thomas Edwards.

CASES OF THE WEEK.

METROPOLIS MANAGEMENT AMENDMENT ACT, 1862 (25 & 26 VICT. c. 102), ss. 74, 75.—"GENERAL LINE OF BUILDINGS"—HOUSE FRONTING ON TWO STREETS.—In a case of *Barlow v. The Vestry of St. Mary Abbots, Kensington*, before the Court of Appeal on the 26th ult., a question arose as to the provisions of sections 74 and 75 of the Act 25 & 26 Vict. c. 102, as to a "general line of buildings" in a street in the metropolis. The appeal was from a judgment of Bacon, V.C., restraining the defendants from proceeding to enforce an order of a police magistrate, made under section 75, for the demolition of so much of the plaintiff's house at the corner of Kensington-road and De Vere-gardens as projected beyond the certified building line of De Vere-gardens. In 1876 the plaintiff became the owner of land fronting north on Kensington-road, and bounded on the south by Canning-place, the Kensington-road frontage being then occupied by some old houses, which were afterwards pulled down. The plaintiff, shortly after his purchase, obtained the approval of the Metropolitan Board of Works to the formation of a new street 58ft. wide running across the land from Kensington-road to Canning-place. This new street was called De Vere-gardens, and on the east side of it houses were built facing the street, and having a continuous line of front. On October 18, 1881, the building line of De Vere-gardens was defined by the certificate of the superintending architect to the Metropolitan Board of Works. At this date the plaintiff's site at the north-east corner of De Vere-gardens was being built upon, and the house erected by him (which fronted northwards the Kensington-road, and the west side of which abutted on De Vere-gardens) projected 7ft. beyond the building line of De Vere-gardens. This house was nearly finished when the defendants took proceedings under section 75, and on January 24, 1882, the magistrate made an order for the demolition of the house to the extent of 7ft. from the inner line of the pathway in De Vere-gardens, and parallel therewith, so that the same should no longer be beyond the general line of buildings in De Vere-gardens. Bacon, V.C., held (31 W. R. 514) that the frontage of the plaintiff's house was in Kensington-road and not in De Vere-gardens, and that, therefore, it was not subject to the regulations of section 75, with regard to the general line of buildings in De Vere-gardens, and accordingly that the order of the magistrate was *ultra vires*, and could not be enforced. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.JJ.) reversed the decision. COTTON, L.J., said that one question was whether the plaintiff's house was a "building, structure, or erection within the meaning of section 75 of the Act, which had been construed in *Lord Auckland v. The Westminster Local Board of Works* (L. R. 7 Ch. 597), to apply only to buildings, &c., built or erected for the first time. No doubt one of the old houses had occupied a small portion of the site of the plaintiff's house. But in his lordship's opinion the plaintiff's house was built *de novo* for the first time upon what was at the time vacant ground, and it was not a mere re-building on the site and in right of a house or houses which had previously occupied the same site. When the old house was pulled down the ground became vacant ground, and all rights attaching to the old house in respect of the building line were gone. The case, therefore, fell within section 75. It was then to be considered whether the plaintiff's house was situated in De Vere-gardens. It was said that a house could not be physically in two streets. This, however, was a fallacy. It was clear that a house might be partly in one street or square and partly in another, though re-

* Reported by H. WYATT HART, Esq., *Printer-at-Law*.

ferred to for description as being in one only, and in the present case, although, as a corner house, the house in question fronted upon and for the purpose of description would be said to be in the Kensington-road, it was also a "building, structure, or erection" in De Vere-gardens within the meaning of section 75. In his opinion, therefore, it was a new house built for the first time, with a portion of it in De Vere-gardens projecting beyond the main line of De Vere-gardens as defined by the general line of building sanctioned by the superintending architect, and the order of the Vice-Chancellor must, therefore, be discharged. BAGGALLAY and LINDLEY, L.J.J., concurred.—COUNSEL, Webster, Q.C., Millar, Q.C., and Ingle Joyce; Marten, Q.C., Rigby, Q.C., and B. B. Rogers. SOLICITORS, J. & M. Pontifex; Last & Sons.

RIPIARIAN PROPRIETOR—USE OF WATER GRANTED TO NON-RIPIARIAN PROPRIETOR—DAMAGE—INJUNCTION.—In a case of *Kensit v. The Great Eastern Railway Company*, before the Court of Appeal on the 26th ult., a question arose as to the right of a riparian proprietor to restrain another riparian proprietor from allowing a third person, who was not a riparian proprietor, to use the water of a stream. The plaintiffs were the owner and the lessee of land abutting upon a brook which was crossed by the line of the Great Eastern Railway Company. The plaintiffs were entitled to riparian rights of water both above and below the railway, and they alleged that the company, and one Free, who claimed by licence under the company, had interfered with their rights, and had prevented the water from flowing on to and through their land as heretofore. The company had granted to Free, who was a maltster and saccharine manufacturer, and whose works were near to, but did not touch, the stream, the right to take water, by a culvert running through the land of the company, for the use of his business. The water thus taken was used for condensing purposes, and was discharged back into the stream undiminished and uninjured, so that the plaintiffs had the benefit of the flow of water both with regard to quantity and absence of pollution in the same manner as they had theretofore. The question was whether an action, either for damages or for an injunction, could be maintained by the plaintiffs as riparian owners against the company for granting to a non-riparian owner rights which could not legally be granted, but, at the same time, did not interfere substantially with the plaintiffs' rights. Pollock, B. (31 W. R. 603, L. R. 23 (H. D. 566), dismissed the action, being of opinion that, although a riparian owner had a right to the water of a stream in its accustomed manner both as to quantity and purity, except so far as the riparian owners above him had a right to use it, and although also a riparian owner could not grant leave of user to a person not a riparian owner, there was no ownership of the running water as private property, and that as no damage had accrued to the plaintiffs, whose use of the water for all purposes remained undisturbed by the licence granted by the company, their action could not be maintained until some damage was shown to have arisen. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) affirmed the decision. BAGGALLAY, L.J., said that the admission by the plaintiffs that the water abstracted from the stream was returned in such a manner that both above and below they had since the acts complained of had the benefit of the flow of water both with regard to quantity and absence of pollution in the same manner as heretofore—so that in fact they had sustained no damage by the acts of the defendants—was in itself sufficient to dispose of the case and support the decision of the court below. If it were shown that, although no immediate injury had been occasioned, the acts complained of might, by their continuance, result in future injury, then the plaintiffs might have a right of action; but that right would accrue from the time when the user by the defendants had been altered, either by diminishing the quantity returned, or by returning it in a polluted state, so as to prejudice the plaintiffs, and not from the present time. COTTON, L.J., said that he preferred to dispose of the case on the questions of law which had been argued as to the rights of riparian owners. What were those rights? The right to take and use for all reasonable purposes the water flowing through their land in its accustomed channel, as it was wont to flow, without diminution or alteration, subject only to the right of the upper riparian proprietors also to take and use the water for all reasonable purposes. This right had not been interfered with in the present case. The grant of the licence to Free was not wrongful in the sense of giving the plaintiffs any right of action. It was said that the effect of the grant would be that Free would be thereby admitted into the ranks of the riparian proprietors and placed in a position to deprive the plaintiffs of their accustomed use of the water. But, in his lordship's opinion, it was impossible to say that Free, by accepting the licence, would acquire the natural rights of a riparian owner, and any attempt to do this was not actionable unless Free, under this licence, should interfere with the rights of others. LINDLEY, L.J., concurred.—COUNSEL, W. Barber, Q.C., and C. E. Jones; Philbrick, Q.C., and Smart. SOLICITORS, E. Doyle & Sons; Philbrick & Free.

BILL OF SALE—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. C. 43), s. 9—SEVERAL GRANTEE—CONSOLIDATION OF DEBTS—INSTRUMENT NOT IN ACCORDANCE WITH THE FORM IN THE SCHEDULE TO THE ACT.—In the case of *Melville v. Stringer*, in the Court of Appeal No. 1, on the 30th ult., the question was whether a bill of sale was in accordance with the form given in the schedule to the Bills of Sale Act (1878) Amendment Act, 1882. The bill of sale was made between the defendant of the first part, and four other parties, therein called the mortgagees. By the deed—which recited that the defendant was indebted to three of the parties in separate amounts, and that the mortgagees had agreed to make a further advance, and that the defendant had agreed to secure the payment of the several sums due to the several parties—the defendant

assigned to the mortgagees the goods described in the schedule, and covenanted with each party separately to pay on demand the sum due to each. The deed also contained a declaration that, if default should be made in payment of any sum or sums of money secured by the bill, or the interest thereof, at the respective times at which the same were therebefore covenanted to be paid; or, if any other default or event mentioned as a cause of seizure in section 7 of the Bills of Sale Act (1878) Amendment Act, 1882, should be made or happen, it should be lawful for the mortgagees at any time thereafter to seize and sell the chattels assigned, and out of the moneys to arise from the sale to pay the expenses and further advance, and, after that, to pay all the moneys which might be due to the several mortgagees *pro rata*, and in proportion to the amounts which might be owing, and pay the surplus, if any, to the mortgagor. Mathew, J., and Day and Smith, J.J., decided that the defaults were within section 7, sub-section 1, and that the covenants were necessary for the maintenance of the security, and that the bill of sale was not void (see report, 32 W. R. 388, L. R. 12 Q. B. D. 133). The plaintiffs, who were execution creditors, appealed. The court (BRETT, M.R., BOWEN and FRY, L.J.J.) allowed the appeal. BRETT, M.R., said he re-affirmed what he said in *Davis v. Burton* (32 W. R. 422, L. R. 11 Q. B. D. 537)—viz., that the object of the statute was that the borrower should understand the nature of the security which he was about to give; and that a creditor who, merely searching the register, should be able to understand the position of the borrower and should not be compelled to go to a solicitor in order to get counsel's opinion as to the meaning of the security already created by the borrower. As to the form in the schedule nothing substantial must be subtracted from it, and nothing actually inconsistent must be added to it, nor must anything substantial be added to it, although it may not be inconsistent with the form. A bill of sale must substantially be by way of security for the payment of a sum of money which is secured thereby, and for repayment of that sum to the person in whose favour the bill of sale is made, and it must have the simplicity of form required by section 9. A bill of sale, whereby several persons are really jointly lending a sum to persons who are jointly liable for the whole, and where, therefore, there is one debt due to practically one debtor, although in name to two, is substantially in accordance with the form. But in the deed in question, what was lent was not joint but several, and the term of the loans by each of the several lenders were distinct; the real debt due to each was a separate and distinct debt, due to one and not to the others. That was an attempt to join all in one bill of sale, and the taking one security was an intricacy and complication of difficulties which showed that the deed was not in accordance with the simple form in the schedule, and was void. Though it was unnecessary to decide the point, he had a strong opinion that the term as to payment on demand was not within the form. BOWEN, L.J., said that if an instrument is so complicated that the complication substantially alters the form, it is a departure from the form. A bill of sale is not within the Act if the property is to be assigned to one person, and repayment is to be made to another, nor if the assignment is to one to secure repayment to another. The general effect of the deed in question was that there was no provision for the repayment of the sum to the mortgagees as joint creditors, but only of a portion of the sum to each mortgagee in succession. FRY, L.J., based his judgment on the same ground. He also expressed an opinion that an agreement to pay on demand is not an agreement to pay at a stipulated time within the meaning of the form, and that an instrument containing such a provision was substantially different from the form.—COUNSEL, Ambrose, Q.C., and Woodard, for the appellants; French, for the respondents. SOLICITORS, Last & Sons, for Barrell, Rodway & Co.; Pearce & Sons, for J. Clemmet.

INTERIM INJUNCTION—UNDERTAKING AS TO DAMAGES.—In a case of *Griffith v. Blake*, before the Court of Appeal on the 2nd inst., an opinion was expressed by the Court of Appeal as to the operation of the ordinary undertaking as to damages required to be given by a plaintiff as a condition of obtaining an interim injunction. The action was commenced in March, 1884, to restrain the defendants from carrying on their business so as to occasion a nuisance to the plaintiffs by noise and vibration. On the 9th of May Chitty, J., granted an injunction until judgment in the action or further order, the plaintiffs giving the ordinary undertaking as to damages. The defendants had given a notice to quit their premises which would expire in July, 1884, and it was contended that this was a reason for not granting an injunction. The Court of Appeal (BAGGALLAY, COTTON, and LINDLEY, L.J.J.) affirmed the order, and said that, if it should turn out that the injunction had been improperly granted, the defendants would be amply protected by means of damages under the undertaking. And their lordships all said that they dissented from the view expressed by Jessel, M.R., in *Smith v. Day* (31 W. R. 187, L. R. 21 Ch. D. 421, 26 SOLICITORS' JOURNAL, 598), that under such an undertaking a defendant can obtain damages only in cases in which the injunction has been wrongly granted in consequence of some false statement or suppression on the part of the plaintiff, and that in no case can a party be compelled under such an undertaking to pay damages because the judge has made a mistake on a point of law. On that occasion Cotton, L.J., said that he did not concur in this view, and that he could not, as then advised, agree that the jurisdiction to give damages was limited to cases where there had been default on the part of the plaintiff. Brett, L.J., declined to express any opinion. COTTON, L.J., now adhered to his former opinion, and BAGGALLAY and LINDLEY, L.J.J., agreed with him.—COUNSEL, Rigby, Q.C., and Seward Brice; Romer, Q.C., and Phipson Beale. SOLICITORS, Joseph Gibbs; Torr & Co.

WINDING UP—REMOVAL OF OFFICIAL LIQUIDATOR—EXPENSE OF LIQUI-

DATION—VOLUNTEER LIQUIDATORS—COMPANIES ACT, 1862, ss. 93, 141.—In the case of *In re The Civil Service and General Store (Limited)*, before Chitty, J., on the 27th ult., a motion was made by a committee of creditors of the society, which is now being compulsorily wound up, for the removal of the official liquidator, Mr. J. J. Saffery, and for the appointment of Mr. H. Stephens in his place. It was submitted in support of the motion that, although no personal fault could be attributed to Mr. Saffery (who in every sense was unimpeachable), yet expense would be saved by appointing Mr. Stephens, because the latter gentleman had volunteered to do the work for nothing. It was submitted on behalf of the official liquidator that he could not be removed except for personal unfitness or impropriety, and that this was the meaning to be put on the words of the Companies Act, 1862, s. 93, providing that an official liquidator may be removed by the court "on due cause shown." *In re Association of Land Financiers* (27 W. R. 224, L. R. 10 Ch. D. 269); *In re Sir John Moore Gold Mining Company* (28 W. R. 203, L. R. 12 Ch. D. 325); *Re Twistock Iron Works Company* (19 W. R. 672), were referred to. CHITTY, J., said that, with respect to the legal point raised as to the construction to be given to section 93 of the Act, it had been held by Jessel, M.R., in *In re Sir John Moore Gold Mining Company*, upon the meaning of a similar clause of the same Act with similar words—viz., section 141—that, as a general rule, the words "on due cause shown" pointed to some unfitness of the person. If the observations of Jessel, M.R., on the point in question were to be read very literally, it might, *prima facie*, appear that Jessel, M.R., construed the words as referring to some unfitness in the person as the sole cause for removing a liquidator. Thesiger, L.J., however, in his judgment in the same case, did not appear to have so limited the words, contenting himself with observing that they could not mean that it was to be a pure matter of judicial discretion whether a liquidator was to be removed or not. He (Chitty, J.) would assume that the case referred to did not turn upon any narrow construction of the words, and that the Court of Appeal had taken a wider view. The only cause, however, endeavoured to be shown in the case before him was that money would be saved by the change proposed. Jessel, M.R., used to observe that he had no great confidence in unpaid labour, and he (Chitty, J.) quite concurred in that observation. From his knowledge of the case when before him on other occasions he had become aware that it was one which required considerable investigation and a skilled man. The court had objections to persons who undertook work for nothing, and Mr. Stephens had not been shown to have had experience in liquidations. It had been said that liquidation proceedings were expensive, and that the remuneration of liquidators was excessive. He was not in a position to say that the scale of remuneration, which had been settled years ago, was extravagant. It had, however, on several occasions in his lordship's experience, occurred that official liquidators, who had undertaken work on reduced terms, had come to him complaining of their burden, and saying that they had no notion what it was until they had taken it up, and asking him to exercise his discretion in giving them increased payment, lest they should be great losers. No case had been made for the removal of Mr. Saffery, and none whatever for the appointment of Mr. Stephens. The applicants did not represent a large body of the creditors, and the motion was an endeavour by a small section of the whole body to re-open old contests. The fair inference to be drawn was that to accede to the motion would not save expense. The motion would be refused with costs. His lordship added that he did not consider it advisable that a meeting should be called for the purpose of ascertaining the wishes of the general body of creditors.—COUNSEL, *Ince, Q.C., and Ryland; Romer, Q.C., and F. B. Palmer.* SOLICITORS, *Clarke, Woodcock, & Ryland; J. Scott.*

CONSTRUCTION—DEED—ISSUE RESTRICTED TO CHILDREN.—In *Barraclough v. Shillito*, before Chitty, J., on the 30th ult., a question arose as to the meaning of the word "issue," contained in a clause in a deed of settlement, providing for the distribution of the trust funds "in case the said W. S. shall depart this life without leaving lawful issue" (which event happened), "equally amongst all and every the sons and daughters of the said J. T., and the issue of such of them as might be dead, such issue to take his, her, or their deceased parent's share only, and to take the same in equal proportions." CHITTY, J., held that the word "issue" was confined to children of a deceased parent, following the unreported case of *Harrington v. Lawrence*, referred to by Shadwell, V.C.E., in *Pruett v. Osborne* (11 Sim. 132, p. 138); and holding that the principle of the rule in *Sibley v. Perry* (7 Ves. 522), limiting the meaning of the term "issue" when used in a will in collocation with parent to children, was applicable to the same term when used in a deed in similar collocation.—COUNSEL, *Ingham, Dunning, Stirling; S. Hall, Fennell, and Brinton.* SOLICITORS, *Riddale & Son; Hickin & Graham; H. B. Clarke & Son; Chester & Co.; J. J. & C. J. Allen; Barnes & Bernard; J. Cotton.*

POWER OF APPOINTING NEW TRUSTEES—RETIREMENT OF TRUSTEE—APPOINTMENT MADE BY CONTINUING TRUSTEE ONLY—ADMINISTRATION ACTION—APPROVAL OF APPOINTMENT BY COURT—APPOINTMENT OF SOLICITOR.—In a case of *Allen v. Norris*, before Pearson, J., on the 30th ult., a question arose as to the validity of the appointment of a trustee. The will of a testator contained a declaration that, if any of the trustees thereby appointed, or to be appointed as thereafter mentioned, should (*inter alia*) decline or become unwilling to act in the trusts, it should be lawful for the surviving or continuing trustee or trustees to appoint any other person or persons to be a trustee or trustees in the place of the trustee or trustees so (*inter alia*) declining or becoming unwilling to act. There were two trustees, and one of them was unwilling to act any longer. The other alone executed a deed by which he purported to appoint a new

trustee in the place of the trustee who desired to retire. It was objected that the appointment was bad, because the retiring trustee did not join in making it, and the recent decision of Bacon, V.C., in *In re Hartley and Glenny* (32 W. R. 457, L. R. 25 Ch. D. 611) was relied upon as showing that, for the purpose of exercising a power of appointing trustees, a retiring trustee was a continuing trustee. PEARSON, J., refused to follow that case. He did not say that the decision was wrong, having regard to the peculiar language of the power in that case, but he dissented from the view of Bacon, V.C., that "a man who has not made up his mind to retire is nevertheless a continuing trustee until he does retire." His lordship agreed with the contrary view expressed by Kindersley, V.C., in *Travis v. Illingworth* (2 Dr. & Sm. 344), that "a retiring trustee cannot be regarded as a surviving or continuing trustee within the meaning of the power."

Another point arose in this way. The action was for the administration of the testator's estate and the execution of the trusts of his will. The trustees were the plaintiffs. One of them was a solicitor, and his firm were the plaintiffs' solicitors. They were also solicitors to some of the beneficiaries. The solicitor trustee was the continuing trustee, and he appointed his own son, who was his partner in the firm, to be the new trustee. PEARSON, J., held that, having regard to the position occupied by the son (though there was no imputation on him personally), the appointment was not one which ought to be approved by the court. The *cestuis que trustent* were entitled to have two independent trustees, whereas, from the relation which subsisted between the father and son, they would really have only one. But his lordship did not intend to say that, if the trusts were not being administered by the court, the appointment would have been bad, so as to invalidate any deeds executed by the trustee thus appointed. He thought that any deeds executed by him would have been valid.—COUNSEL, *Everitt, Q.C., and E. B. Cooper; W. W. Karalake, Q.C., and E. S. Ford; Byrne.* SOLICITORS, *J. J. & C. J. Allen; Chester, Mayhew, & Co.*

VOLUNTARY TRUST—TRANSFER OF STOCK INTO JOINT NAMES OF TRANSFEROR AND ANOTHER PERSON—PAROL EVIDENCE OF INTENTION TO BENEFIT TRANSFEREE.—In a case of *Standing v. Bowring*, before Pearson, J., on the 1st inst., a question arose as to the effect of a transfer of stock into the joint names of the transferor and another person. In 1880 a widow lady transferred a sum of £8,000 Consols, then standing in her own name, into the joint names of herself and the defendant, who was the godson of herself and her late husband. In December, 1882, the lady married again, and very shortly after the marriage she requested the defendant to join in retransferring the stock into her name alone. He declined to do this, and the action was brought by her to compel him to do so. She alleged that she had made the transfer into the joint names of herself and the defendant for greater security; that she had never told him what she had done; that she had always received the dividends herself; and that, in fact, the defendant was only a trustee for her, and that she had never any intention of conferring any beneficial interest in the fund on him. The defendant admitted that he had not been informed of this transfer in his favour, but that the plaintiff, with whom he was on terms of great intimacy, and to whom he was related, had often expressed her intention of benefiting him, and had made this transfer with the intention and for the purpose of conferring a beneficial interest in the fund upon the defendant, and of securing the amount to him in the event of his surviving her. He admitted that the plaintiff was entitled to receive the dividends on the fund during her life. There was evidence that the lady had before and at the time when the transfer was made expressed her intention of conferring a benefit by means of it on her godson, and that she had talked about, for some months before she actually executed the transfer. PEARSON, J., held that the plaintiff was not entitled to the re-transfer. He said that the evidence showed that the plaintiff did not make the transfer hastily on the spur of the moment, or under any persuasion or undue influence, but she had acted after due deliberation. He was satisfied that when she made the transfer in 1880 she intended it should enure for the benefit of the defendant if he should survive her, and that she intended to reserve to herself the dividends upon the stock during her own life. If there had been nothing more than a transfer of the stock into the names of the plaintiff and the defendant, it might have been difficult to say that there was not a trust for the plaintiff; but, under the circumstances, it was impossible for the court to interfere with what the plaintiff had done deliberately, and to compel the defendant to re-transfer the stock to the plaintiff. The action must be dismissed.—COUNSEL, *Cooms-Hardy, Q.C., and Chadwyck Healy; Giffard, Q.C., and Dunning; Murphy, Q.C.* SOLICITORS, *Sandom, Kersey, & Knight; Bell, Brodrick, & Gray.*

PRACTICE—REMITTING ACTION TO COUNTY COURT—JURISDICTION—COUNTY COURTS ACT, 1867 (30 & 31 VICT. c. 142), ss. 8, 10—COUNTY COURT RULES, 1875, ORD. 20, r. 1.—In a case of *David v. Howe*, before Bacon, V.C., on the 27th ult., a question arose as to what was the proper course to pursue where an order had been made, on the application of the defendant, to transfer an action to a county court, and the plaintiff, on whom the order had not been served, had taken no steps in pursuance of the order. BACON, V.C., said he had no doubt as to his jurisdiction in the matter—it continued until the transfer was completed. He would now make a supplemental order fixing a time, one week, within which the plaintiff must enter the action in the county court. The costs would be in the discretion of the county court judge.—COUNSEL, *Warrington; Hadley.* SOLICITORS, *Bell, Brodrick, & Gray, for E. W. Miles, Cowbridge, Glamorganshire; J. H. Wrenmore, for Spickett & Son, Pontypriid.*

SETTLED ESTATE—MANSION HOUSE—HEIRLOOMS—SALE—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 15, 37.—In a case of *Re J. B. Brown's Settled Estate*, before BACON, V.C., on the 23rd ult., the question was raised whether, under the circumstances, the mansion house could be sold. The testator devised his real estate to trustees upon trust for various persons in strict settlement, with extensive powers of sale and leasing, but with strict injunctions that the mansion house was not to be sold or let. He also bequeathed to them certain chattels, and directed that the same should be considered as annexed to his said mansion house as heirlooms. The tenant for life now desired to sell the whole property, including the mansion house, but the trustees (who had been appointed trustees of the will for the purposes of the Settled Land Act, 1882), thought that under the terms of the will they could not consent to the latter sale. The heirlooms were not mentioned in the summons. BACON, V.C., said that the terms of the will were overridden by the Act of Parliament. The evidence showed that it was desirable to sell the mansion house, and the trustees had nothing to urge against it but the provisions of the will, and the question what was to become of the heirlooms. In that respect the summons must be amended by asking for liberty to sell the heirlooms, and an inventory of them must be produced and verified by affidavit. Subject to that he would make an order giving the tenant for life liberty to sell the house and its contents. On the 27th ult., the matter was mentioned again, and his lordship, on production of the amended summons, inventory, and affidavit, made the order giving leave to sell the mansion house and heirlooms, and also giving the tenant for life liberty to bid at the sale of the latter.—COUNSEL, *Hemming, Q.C., and Ingpen*; *Curtis Price*. SOLICITORS, *Arnold & Co.*; *Pilgrim & Phillips*, for *Smith, Smith, & Elliott*, Sheffield.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

(Divisional Court, before FIELD, MANISTY, and LOPES, JJ.)

July, 1, 2.—In the Matter of *Charles James MacColla*, a Solicitor.

This was an application on the part of the Incorporated Law Society against a solicitor for misconduct of a very unusual character and under very peculiar circumstances; the offence charged being in effect the forging of an affidavit, or that part of it which would make it an affidavit; that is, the part called "the jurat," which described it as having been sworn, with the name of the commissioner before whom it purported to have been sworn and taken ("sworn before me, A. B." &c.), as if it had been so sworn, when in truth it had not. The circumstances under which the thing was done, as described by the learned judges in passing sentence, were these:—The solicitor had to support an appeal against an order which had been made in a cause in which he and a relation of his were interested, and, in the course of the proceedings, the judge had used certain strong expressions in disapproval of his conduct. For the purpose of the appeal against this order, which was to come on next day (and in which he was ultimately successful), it was necessary that he should make and file an affidavit, and such an affidavit he prepared, partly engrossed and partly in his own handwriting, and then he added to it the jurat, or the statement that it had been sworn before a certain commissioner for taking affidavits, and signed his name to it, as if it was an affidavit duly sworn, whereas in fact it was not. In order to be used it would have to be filed before four o'clock in the day, and the solicitor left it on his table. In his absence his clerk saw it, and took it to be an affidavit duly sworn, but, observing an alteration in it not initialed as usual by the commissioner, he took it to the commissioner to have it so initialed; but the commissioner then saw it had not been sworn before him, as the signature was not his, and the matter came before the Law Society, who asked the solicitor for explanation, and he offered certain explanations which, however, the council of the society did not consider satisfactory, and so the case was brought before this court. The solicitor filed an affidavit in extenuation, and exhibited testimonials to his previous character, and it appeared that in the appeal he had been successful. The main point urged in extenuation was that no harm was done to anyone or any wrong intended, and that, in fact, the document was not used in any way; and, further, that the solicitor was under excitement and pressed for time, and did the act hastily and without deliberation. However, as already stated, the Council of the Incorporated Law Society felt it their duty to bring the matter before the court.

Wills, Q.C. (*Murray* with him), appeared for the Incorporated Law Society, and pointed out that the affidavit had not, in fact, been used, and that there did not appear to have been any intention to defraud any one.

Murphy, Q.C. (*Tindal Atkinson* with him), addressed the court in mitigation, and in extenuation of the offence committed, which, however, he admitted to be most serious.

The case came on on Tuesday, and the court took time to consider their judgment. The judges rather differed in their view of it—two of them being satisfied with a sentence of two years' suspension, while Mr. Justice Field was rather disposed to take a more severe view of the case—though it will be seen that he acquiesced in the milder and more lenient view taken by his brethren, and sentence was now pronounced in accordance with it.

FIELD, J., said, in giving judgment, it was one of the most painful duties of the judges to consider what punishment ought to be imposed on a member of the profession who had been convicted of misconduct. There could be no doubt, in this instance, it was an offence of a very serious character. Having recounted the facts as above stated, the learned judge

said he was willing to believe that there was no intention to defraud anybody or to mislead the court into making an order it might not otherwise have made. On the other hand, he could not help agreeing with Mr. Williamson, the secretary to the Incorporated Law Society, and the council of the society in thinking that the explanation offered by the solicitor was not satisfactory, and it was not satisfactory to him. He was desirous of taking into account all circumstances that might fairly be taken into consideration in mitigating punishment. It might fairly be considered that it appeared to have been a first offence, and, again, there was a distinction always drawn between a mere attempt or an inchoate act and a complete offence, and this affidavit was not, in fact, used, nor did it appear that the affidavit made was different, or that there had been any attempt to impose on the court a different affidavit from that afterwards made. Then there were testimonials to the previous good character of the solicitor. The excuse or extenuation offered by the solicitor was that he did the act under great pressure and anxiety and in a moment of excitement. It was difficult to suggest any other reason for it, for it was not suggested that the motive was to save the trifling fee (only 1s. 6d.) payable on swearing an affidavit. Under these circumstances, he had thought the matter over very anxiously, and had come to the conclusion that it was an act rather, perhaps, foolish and inconsiderate than deliberately fraudulent or criminal; but he was not quite sure that he took the same view as his brethren as to the proper punishment to be inflicted; and as they were the majority, and their view would prevail, he would not say anything more on that head, nor enter into the reasons which might have led him to take a more severe view of the case, and he would say no more, therefore, than that he concurred in the sentence they would pronounce.

MANISTY, J., said no one who had heard the case, and had listened to the succinct statement of it by his learned brother Field, could approach the consideration of it without pain. The case had occasioned him more anxious consideration than any case of the class that had come before him, and he was sorry to say that these cases were very numerous. He desired to say that he considered the case was one in which the Incorporated Law Society could not have acted otherwise than as they had done, and he agreed with the council that the explanation offered by the solicitor was not satisfactory, though he did not think that it was meant that the extreme penalty of striking him off the rolls ought to be inflicted upon him. He took it only as conveying their opinion that it was a very serious case, and in that he concurred, and he thought that the public and the profession were very much indebted to the society for the care they took in bringing such cases before the court. But the case was one which might be looked at in two aspects. If the solicitor had been indicted for forgery, he doubted whether, under the circumstances, a jury would have convicted him; he would not say that there would not be evidence of it, but it was open to doubt whether a jury would have convicted him, because there was not evidence of an attempt to defraud. It was certainly a case of gross impropriety of conduct, and under all the circumstances he thought that justice would be satisfied by suspension for two years.

LOPES, J., said he had come to the same conclusion. The solicitor was a young man starting in an honourable profession, and had hitherto borne a good character, and he was disposed to think that the act was done in a moment of excitement, and under the pressure of the moment, without any intent to defraud, and so he was satisfied with the sentence pronounced.—*Times*.

OBITUARY.

MR. CHARLES GEORGE MEREWETHER, Q.C.

Mr. Charles George Merewether, Q.C., died suddenly at the Inns of Court Hotel, on the 26th ult., from disease of the heart. Mr. Merewether was the son of the Rev. Francis Merewether, rector of Cole Orton, Leicestershire, and was born in 1823. He was educated at Wadham College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1848. He joined the Midland Circuit and the Leicestershire and Northamptonshire Sessions, and he had for many years a large share of local criminal business. After the re-arrangement of the circuits in 1864, he joined the Norfolk Circuit, where he practised with considerable success, but in 1877, on the abolition of the latter circuit, he rejoined the Midland Circuit. In 1868 he succeeded the late Mr. Justice Hayes as recorder of Leicester, and he held that office till his death. Mr. Merewether unsuccessfully contested the borough of Northampton in the Conservative interest at the general elections of November, 1868, and February, 1874, but he was returned at a bye-election in October, 1874. At the general election of 1880 he again contested the borough, in conjunction with Mr. Phipps, but Messrs. Labouchere and Bradlaugh were returned. In 1877 he received a silk gown from Lord Cairns, and he had since had a fair share of leading business on circuit. Mr. Merewether was a bencher of the Inner Temple, and senior prosecuting counsel to the Post Office on the Midland Circuit, and in 1880 he presided over the commission for inquiring into the existence of corrupt practices in the borough of Macclesfield. Mr. Merewether was buried at Brompton Cemetery on the 1st inst.

MR. ROBERT ORMOND MAUGHAM.

Mr. Robert Ormond Maugham, solicitor, died at Paris on the 25th ult., from cancer of the stomach. Mr. Maugham was the son of Mr. Robert Maugham, solicitor, many years secretary to the Incorporated Law Society, and was born in 1814. He was admitted a solicitor in 1846. He

had practised for many years in Paris, having also a London office at 10, Bedford-row. Mr. Maugham filled the post of solicitor to the British Embassy at Paris, and he had a large circle of clients among the English residents in that city.

MR. WILLIAM WELLINGTON COOPER.

Mr. William Wellington Cooper, barrister, died at his residence, 175, Adelaide-road, on the 26th ult., at the age of seventy. Mr. Cooper was born in 1814, and was educated at St. Mary's Hall, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1837, and had ever since carried on a good junior practice in the Court of Chancery and the Chancery Division. Mr. Cooper, who was one of the oldest practising members of the junior bar, was engaged in business within a few days of his death.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The following is a list of qualified members of the society nominated as members of the council to be elected at the annual general meeting on the 11th of July, 1884.

The candidates whose names are marked thus (*) go out of office by rotation.

* Henry Skrine Law Hussey, 10, New-square, Lincoln's-inn, nominated by Wm. Jas. Farrer, 66, Lincoln's-inn-fields; and F. L. Hutchins, 11, Birch-lane.

* Benjamin Greene Lake, 10, New-square, Lincoln's-inn, nominated by Geo. Lewis Parkin, 5, New-square, Lincoln's-inn; and Thos. Beagmont, 10, New-square, Lincoln's-inn.

Henry Wing, Nottingham, nominated by M. D. Osbaldeston, 30, Lincoln's-inn-fields; and Henry Roby Thorpe, Nottingham.

* Barnard Platts Broomhead, Sheffield, nominated by Bernard Wake, Sheffield; Benjamin Burdick, Sheffield; Thomas Rawle, 1, Bedford-row; and J. M. Johnstone, 1, Bedford-row.

* John Moxon Clabon, 21, Great George-street, S.W., nominated by Wm. Jas. Farrer, 66, Lincoln's-inn-fields; and W. T. Carlisle, 8, New-square, Lincoln's-inn.

Henry Holland Burne, Bath, nominated by Rowld. Nevitt Bennett, jun., Lincoln's-inn; J. Travers Smith, 25, Throgmorton-street; J. H. Biddulph Pinchard, Taunton; and E. Turner Payne, Bath.

Charles Berkeley Margetts, Huntingdon, nominated by Wm. Ben. Paterson, 25, Lincoln's-inn-fields; J. F. Eaden, Cambridge; Edmund Foster, Cambridge; E. Wayman, Cambridge; Robert Holmes White, 1, Whitehall-place; Charles Burney, Royal Courts of Justice, W.C.; and A. K. Rollit, Hull, and 12, Mark-lane.

* Frederick Halsey Janson, 41, Finsbury-circus, nominated by Thomas P. Cobb, 41, Finsbury-circus; and Charles Gatcliff, 8, Finsbury-circus.

* William Alfred Jevons, Liverpool, nominated by E. W. Bird, Liverpool; and J. E. Gray Hill, Liverpool.

* Henry Markby, 57, Coleman-street, nominated by M. D. Osbaldeston, 36, Lincoln's-inn-fields; and W. Rowcliffe, 1, Bedford-row.

* Lewis Fry, M.P., Bristol, nominated by E. M. Harwood, Bristol; and T. Parr, Bristol.

* Thomas Marshall, Leeds, nominated by Thos. Geo. Gibson, Newcastle-on-Tyne; and Hy. Drake, 24, Rood-lane, E.C.

James Robert Macarthur, 30, John-street, Bedford-row, nominated by W. W. Woolnough, 70, Lincoln's-inn-fields; and Hy. Lettis, 3, Serjeants'-inn, Temple.

* Frederick Parker Morrell, Oxford, nominated by Fredk. F. Philpot, 36, Bedford-row, W.C.; and Thos. Rawle, 1, Bedford-row.

List of qualified members of the society proposed as president and vice-president of the society, to be elected at the same meeting:—

Cornelius Thomas Saunders, president, Birmingham, nominated by J. Proctor Bird, 10, Great James-street, Bedford-row; Thos. Horton, Birmingham; and Jno. H. Hulbert, 10, New-square, Lincoln's-inn.

Henry Roscoe, vice-president, 36, Lincoln's-inn-fields, nominated by J. R. Fyde Rogers, 24, Knight-riding-street, E.C.; and Geo. W. H. Janeway, 38, Bedford-row.

List of qualified persons proposed as auditors of the society, to be elected at the same meeting:—

Ernest Edward Lake, 4, Serle-street, Lincoln's-inn, nominated by Frederick John Tucker, 4, Serle-street, Lincoln's-inn; and Geo. E. Lake, 10, New-square.

Theodore Thorowgood, 41, Bedford-row, W.C., nominated by Henry E. Gribble, 38, Bedford-row; and Henry Roscoe, 36, Lincoln's-inn-fields.

Joseph Henry Schroder, 4, Lincoln's-inn-fields, nominated by E. F. B. Church, 61, Lincoln's-inn-fields; and F. C. Adams, 61, Lincoln's-inn-fields.

NOTICES OF MOTIONS TO BE MOVED AT THE ANNUAL GENERAL MEETING TO BE HELD ON THE 11TH JULY, 1884.

The following resolutions will be moved on behalf of the council:—Whereas at a general meeting of the Incorporated Law Society (hereinafter referred to as the society) held on the 31st January, 1884, it was resolved that in the event (which happened) of the existing club not adopting the modifications in its rules recommended by a report of the

council, submitted to and approved at the said general meeting, the council should make arrangements for constituting and carrying on a club, under their direct supervision, upon the footing of the existing club as modified by the proposals contained in the said report.

And whereas the said proposals were framed with the view of enabling and encouraging the members of the society to avail themselves more freely of the advantages offered by the club, and were to the following effect, namely:—

- (1) That every member of the society should be eligible for admission to the club without further ballot.
- (2) That the entrance fee should be £5 5s., and the annual subscription £5 5s. for members taking out a town certificate, and £3 3s. for members taking out a country certificate.
- (3) That the tenancy by the club of the premises, at present appropriated as club rooms, should be put upon a more permanent footing, and;
- (4) That the club should be constituted and carried on under the direct supervision of the council, and upon the footing of the existing club as modified by the proposals.

And whereas it has been arranged by the members of the existing club that it shall be dissolved on the 31st December next, and that they shall then give up possession of the premises now occupied or used as club rooms under the regulations made by the council in March, 1870:

And whereas upwards of 400 members of the society have already agreed to become members of a new club, and to pay an entrance fee of £5 5s., and the first year's subscription of £5 5s. or £3 3s., as the case may be:—

Resolved:—That the council shall, on the 1st January, 1885, take possession of the premises so vacated, and permit the same to be occupied and used by the members of the new club free from rent, for the period of twelve months from the said 1st January, 1885, and so on from year to year, until the club, by its chairman, or the council, shall determine such occupation by giving to the other twelve calendar months' previous notice in writing, ending on the 31st December in any year; but such notice by the council shall be given only in pursuance of a resolution passed by a general meeting of the society, and confirmed at a subsequent general meeting held at an interval of not less than three, nor more than six calendar months, and such occupation shall be subject to an obligation on the part of the club to keep the premises in good repair, and also to observe the rules and regulations hereinafter mentioned.

Rules and Regulations.

The club shall be managed by a committee and in accordance with the rules and regulations for the time being in force. Such rules and regulations may be, from time to time, made and altered by the club, and shall (as far as may be) be based upon the rules and regulations of the existing club, but shall, unless altered in the manner hereinafter mentioned, provide:—

- (a.) That the club shall be confined to members of the society, and that any member of the club who shall from any cause cease to be a member of the society shall *ipso facto* cease to be a member of the club.
- (b.) That any member of the society, not being disqualified as hereinafter provided, shall, on payment of the prescribed entrance fee and annual subscription, and without further ballot, become a member of the club, and shall, if desirous to do so, and not disqualified as aforesaid, continue a member of the club so long as he pays the prescribed annual subscription, and conforms to the existing rules and regulations of the club.
- (c.) That the entrance fee shall be £5 5s., and that the annual subscription for members taking out a town certificate shall be £5 5s., and for members taking out a country certificate £3 3s.
- (d.) That the management of the club shall be intrusted to a committee of its members, one half being annually elected by the members of the club, and the other half being annually nominated by the council, and that a half-yearly balance-sheet, showing the income and expenditure of the club for the past half-year, be regularly laid before the council.
- (e.) That any member of the society shall be disqualified from becoming or continuing a member of the club if—
 - (1) he shall be suspended from practice by the sentence of any competent court;
 - (2) he become bankrupt, or enter into any general composition or arrangement with his creditors;
 - (3) he do any act which, in the opinion of two-thirds of the members present and voting at a meeting of the committee specially summoned to consider the case, and a majority of the council, present and voting at a meeting subsequently called to consider the resolution of the committee, shall be inconsistent with membership of the club, or be calculated to cause reasonable offence or inconvenience to other members.

But such disqualification may be removed by an unanimous resolution passed by the committee of the club, specially summoned to consider the case, and confirmed by a majority of the council present and voting at a meeting subsequently called to consider the resolution of the committee.

- (f.) That no addition to, or alteration in, or modification of, any rule or regulation shall be or become binding unless and until approved by the council, and no alteration shall be made in the regulations (a.) (b.) (c.) except in pursuance of a resolution passed by a general meeting of the society, and confirmed at a subsequent general meeting held at an interval of not less than three, nor more than six, calendar months.

Mr. GEORGE WHALE will move: That (in lieu of the proposed new club

for such members as pay special fees) the council be requested, as soon as possible, to open luncheon, coffee, and smoking rooms for the benefit of members generally.

Mr. GEORGE WHALE will move: That the council be requested again to communicate with the Lord Chancellor, and urge that applications to tax costs be no longer entitled or entered in lists in the same way as applications for alleged misconduct.

Mr. C. FORD will move: That the president, at the last meeting, having stated that the council found some difficulty in finding suitable candidates for the office of assistant-examiners, this meeting is of opinion that such appointments should be thrown open to public competition, as is done in the case of like appointments at the University of London, by advertising the duties to be performed and the salaries to be paid.

[May 24, 1884.]

Mr. C. FORD will move: That, in view of the terms of section 8 of the Solicitors Act, 1877, the fees received by the society for the several examinations, as contemplated by that Act, shall in future be carried to a separate account by the society, and ought to be expended solely for the purposes directed by such Act.

[June 7, 1884.]

Mr. E. E. LAKE will move: That the council be requested to consider the desirability of co-operating with the Bar Committee for the purpose of bringing about an amendment of the regulation recently made with respect to the sittings of the court, so that such sittings may terminate on the 1st instead of the 12th August.

[June 10, 1884.]

Mr. W. P. W. PHILLIMORE will move: That the annual account of receipts and disbursements be referred back to the Finance Committee to supply fuller details of the expenditure.

[June 11, 1884.]

Mr. JAMES WALTER will move: That so soon as the number of members proposing to join the Law Club be 500, the council do thereupon take the management of the club into their own hands on the terms mentioned in the circular of the 27th March, 1884.

[June 19, 1884.]

Mr. JAMES WALTER will also move: That the thanks of the members be accorded to the council for their successful negotiations with the benchers of the several Inns of Court, resulting in the satisfactory regulations of April, 1884.

[June 19, 1884.]

Mr. EDMUND KIMBER will move: That in the opinion of this society the recent changes in the law, so far from diminishing, have increased the costs of litigation; that the taxation upon justice has been unfairly and injuriously increased; that the delay in administering justice is now greater than ever; that the Bankruptcy Act has already proved itself a failure, and a source of vexation and loss to both creditors and debtors; and that the urgent representations made to the Government for several years past to diminish the taxes upon justice payable by the poorer classes in the county court ought to meet with an immediate response.

That a deputation of this society be appointed for the purpose of pressing these facts upon the attention of the Prime Minister, the Lord Chancellor, and the President of the Board of Trade.

[June 19, 1884.]

Mr. J. R. MACARTHUR will move: That the council were not warranted, either by the requirements of the society, or its financial position, in incurring the expense of £578 15s. 7d. "for preparing plans for proposed new buildings, &c."

[June 19, 1884.]

Mr. FRANCIS K. MUNTON will move: That this meeting is of opinion that the trial of chancery witness causes otherwise than *de die in diem* not only creates great expense and inconvenience, but practically amounts to a denial of justice, and that an entire redistribution of the business of the five chancery courts is urgently called for.

[June 20, 1884.]

LEGAL APPOINTMENTS.

Mr. CHARLES RICHARD TAYLOR, solicitor, of Brentwood, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GODFREY RHODES, solicitor, of Halifax and Sowerby Bridge, has been appointed a Notary Public.

Mr. WYNN EDWIN BAXTER, solicitor (of the firm of Wynne Baxter, Rance, & Mead), of 9, Lawrence Pountney-hill, and of Lewes, has been appointed Deputy Coroner for the City of London. Mr. Baxter was admitted a solicitor in 1867. He is coroner for the Eastern Division of the county of Sussex, and clerk to the Farriers' Company and the Shipwrights' Company. Mr. Baxter is a common councilman for Walbrook Ward, and an alderman for the borough of Lewes. He has been mayor of that borough, and he has also served the office of under-sheriff of London and Middlesex.

Mr. C. P. DEANE, solicitor, of No. 3, Union-court, Old Broad-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRANK ACORN, solicitor, of Nottingham, was elected an alderman of that borough on Thursday last. Mr. Acorn was sheriff in the year 1880, and is an active member of the local law society, which proposes to invite the Incorporated Law Society of the United Kingdom to visit Nottingham next year.

DISSOLUTIONS OF PARTNERSHIPS, &c.

FREDERICK RICHARD KILVINGTON and THOMAS STOCK (Kilvington & Stock), solicitors, 19, Walbrook, London. June 24.

JOHN SALMON and WILLIAM OSBORNE (Salmon & Osborne), solicitors, South Shields, Durham. May 1.

JOHN TROTTER and WILLIAM CHARLES LANGLEY (John Trotter & Langley), solicitors, Stockton-on-Tees, Durham. June 30.

HERBERT WALTER NELSON, WILLIAM CHARLES JONES, and MATTHEW WATSON THOMAS, solicitors, 26, St. Martin's-lane, Cannon-street, London, so far as the said Matthew Watson Thomas is concerned. June 30.

JOSEPH ROWLANDS, JAMES J. BAGNALL, and EDWARD ROWLANDS (Rowlands, Bagnall, & Co.), solicitors, 71, Colmore-row, Birmingham. June 16. Mr. Joseph Rowlands and Mr. Edward Rowlands will continue to practise at 71, Colmore-row, Birmingham. Mr. Bagnall's address will be 84, Waterloo-street, Birmingham. [Gazette, July 1.]

Mr. BARTRUM, M.A., B.C.L., has joined the firm of Messrs. C. C. Ellis, Munday, & Co., 19, St. Swithin's-lane, E.C., and the business will in future be carried on under the style of Ellis, Munday, & Bartrum.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 26.—*Bill Read a Second Time.*

National Debt (Conversion of Stock).

Bill Read a Third Time.

PRIVATE BILL.—Scarborough and Whitby Railway.

June 27.—*Bills Read a Second Time.*

PRIVATE BILLS.—Local Government Provisional Order (Highways); Local Government Provisional Order (No. 2); Local Government Provisional Orders (Poor Law) (No. 11); Local Government Provisional Orders (Poor Law) (No. 12); Local Government Provisional Orders (Poor Law) (No. 13); Electric Lighting Provisional Orders (No. 4); Tramways Provisional Orders; Tramways Provisional Orders (No. 3). Newcastle Chapter.

Bills in Committee.

Benefices (Tiverton Portions) Consolidation Amendment; National Debt (Conversion of Stock).

Bills Read a Third Time.

PRIVATE BILLS.—London Street Tramways; Rochdale Corporation; Newport (Monmouthshire) Hydraulic Power Company; Liverpool Hydraulic Power Company; Coventry Corporation (Gas Purchase); Water Provisional Orders (No. 2); Tramways Provisional Orders (No. 2).

June 30.—*Bill Read a Second Time.*

Customs and Inland Revenue.

Bills in Committee.

PRIVATE BILLS.—Local Government Provisional Order (Highways); Local Government Provisional Orders (Poor Law) (No. 12); Local Government Provisional Orders (Poor Law) (No. 13); Electric Lighting Provisional Order (No. 4). Newcastle Chapter.

Bills Read a Third Time.

PRIVATE BILLS.—Metropolitan Board of Works (District Railway Ventilation); Lancashire and Yorkshire and London and North-Western Railway Companies (Preston and Wyre Railway); Tramways Provisional Orders (No. 4).

National Debt (Conversion of Stock).

July 1.—*Bill Read a Second Time.*

Improvement of Land (Ecclesiastical Benefices).

Bills Read a Third Time.

PRIVATE BILLS.—London, Tilbury, and Southend Railway; Abercrombie and Newbridge Gas and Water.

Cruelty to Animals Acts Amendment (No. 2).

Customs and Inland Revenue.

Benefices (Tiverton Portions) Consolidation Amendment.

HOUSE OF COMMONS.

June 26.—*Bills Read a Second Time.*

PRIVATE BILL.—Manchester Ship Canal.

Medical Act Amendment.

Criminal Lunatics.

Colonial Prisoners' Removal.

Public Health Acts Amendment.

Bill in Committee.

Elections (Hours of Polling).

Bills Read a Third Time.

PRIVATE BILLS.—Belhaven Trust Estate; Buenos Ayres and Ensenada Port Railway Company; London, Chatham, and Dover Railway (Further Powers); Plymouth, Devonport, and District Tramways.

Representation of the People.

Licensing Act (1872) Amendment.

June 29.—*Bills Read a Third Time.*

PRIVATE BILLS.—Lea-bridge, Leyton, and Walthamstow Tramways Extensions; Uxbridge and Rickmansworth Railway.

June 30.—*Bills Read a Second Time.*

Police.

Intestates' Estates.

Bills Read a Third Time.

PRIVATE BILLS.—India-rubber, Gutta-percha, and Telegraphs Works Company; Swanage Water.

July 1.—*Bill Read a Third Time.*

PRIVATE BILL.—Ventnor Local Board.

NEW ORDERS, &c.

THE PATENTS ACT, 1883.

At the Court at Windsor, the 26th of June, 1884. Present, the Queen's Most Excellent Majesty in Council.

Whereas by the provisions of the Patents, Designs, and Trade-Marks Act, 1883, it is, amongst other things, provided:—

That if Her Majesty is pleased to make any arrangement with the Government or Governments of any foreign State or States for mutual protection of inventions, designs, and trade-marks, or any of them, then any person who has applied for protection for any invention, design, or trade-mark in any such State shall, subject to the conditions further provided and set forth in the said Act, be entitled to a patent for his invention, or to registration of his design or trade-mark (as the case may be) under the said Act in priority to other applicants, and such patent or registration shall have the same date as the date of the protection obtained in such foreign State:

And whereas it has pleased Her Majesty to make an arrangement of the nature contemplated by the said Act by and in virtue of a declaration signed and sealed by Her Majesty's Ambassador at Paris on the 17th of March, 1884, duly conveying the accession of Great Britain to the International Convention and Protocol for the Protection of Industrial Property, signed by representatives of certain Powers on the 20th of March, 1883, and duly ratified on the 6th of June, 1884, power being reserved to Her Majesty to hereafter accede to the provisions of the said Convention and Protocol on behalf of the Isle of Man, the Channel Islands, and any of Her Majesty's Possessions, which Declaration of Accession was duly accepted by the French Government on behalf of the Signatory Powers by and in virtue of a Declaration dated the 2nd of April, 1884:

Now, therefore, Her Majesty, by and with the advice and consent of her Privy Council, and by virtue of the authority committed to her by the said Act, doth declare, and it is hereby declared, that the provisions of the said Act hereinbefore specified shall apply to the following countries, viz.:—Belgium, Brazil, France, Guatemala, Italy, Netherlands, Portugal, Salvador, Servia, Spain, Switzerland, Ecuador, and Tunis.

And it is hereby further ordered and declared that this Order shall take effect from the 7th of July, 1884.

C. L. PERL.

BANKRUPTCY FEES.

The Lords of the Treasury have issued an order directing that fees in respect of all bankruptcy proceedings shall, from the 14th inst., be collected by means of bankruptcy fee stamps. The use of judicature fee stamps for the purpose of such proceedings is to cease from that date.

THE CIRCUITS.

At the Court at Windsor, the 26th day of June, 1884. Present, the Queen's Most Excellent Majesty in Council.

Whereas by a Statute made and passed in a session of Parliament holden in the third and fourth years of the reign of King William the Fourth, intituled "An Act for the Appointment of Convenient Places for the holding of Assizes in England and Wales," it was enacted (amongst other things) that His Majesty, by and with the advice of His Most Honourable Privy Council, should have power from time to time to order and direct at what place or places in any county of England or Wales the Assizes and Sessions under the Commissions of gaol delivery and other Commissions for the despatch of civil and criminal business shall be holden, and to order and direct such Assizes and Sessions for the despatch of criminal and civil business to be holden at more than one place in the same county on the same circuit, and to order and direct the Assizes and Sessions under such Commissions for the despatch of criminal business to be holden for the whole county at one place, and for the despatch of civil business at one or more place or places in such county, on the same circuit: and further, to order and direct any special Commissions of oyer and terminer and gaol delivery to be holden at any one or more places in any such county; and further, that in case His Majesty, by and with the advice of His Most Honourable Privy Council, should think fit to order and direct that the Assizes, or any special Commissions, should be holden at more than one place in any one county, it should be lawful for His Majesty, by and with the advice aforesaid, to divide any such county for the purposes of that Act; and to make rules and regulations touching the venue in all cases, civil and criminal, then pending or thereafter to be pending, and to be tried within any division of such county so to be made as aforesaid; and touching the liability and attendance of jurors, whether Grand Jurors, Special Jurors, or Common Jurors at the Assizes and Sessions as aforesaid, or at any Sessions under any special Commissions to be holden within any such division, and touching the use of any house of correction, or prison, as a common gaol, and the government and keeping thereof, and touching the alterations of any Commissions, writs, precepts, or other proceedings whatsoever for carrying into effect the purposes of that Act; and touching any other matters that might be requisite for carrying into effect the purposes of that Act; and that all such rules and regulations should be of the like force and effect as if the same had been made by the authority of Parliament, and should be notified in the London Gazette, or in such other manner as His Majesty, by and with the advice of His Most Honourable Privy Council should think fit to direct.

And whereas by the 23rd section of the Supreme Court of Judicature Act, 1875, it is enacted (amongst other things) that Her Majesty may at any time after the passing of that Act, and from time to time by Order in Council, provide in such manner, and subject to such regulations as to Her Majesty may seem meet for all or any of the following matters:—

- (1) For the discontinuance, either temporarily or permanently, wholly or partially, of any existing circuit, and the formation of any new circuit by the union of any counties or parts of counties, or partly in one way or partly in the other, or by the constitution of any county or part of a county to be a circuit by itself, and in particular for the issue of Commissions for the discharge of civil and criminal business in the county of Surrey to the Judges appointed to sit for the trial by jury of causes and issues in Middlesex, or London, or any of them; and
- (2) For the appointment of the place or places at which Assizes are to be holden on any circuits; and
- (3) For altering by such authority and in such manner as may be specified in the Order the day appointed for holding the Assizes at any place on any circuit in any case where by reason of the pressure of business, or other unforeseen cause, it is expedient to alter the same; and
- (4) For the regulation, so far as may be necessary, for carrying into effect any Order in Council under this section of the venue in all cases, civil and criminal, triable on any circuit or elsewhere;

And that Her Majesty may from time to time by Order in Council alter, add to, or amend any Order in Council made in pursuance of this section, and in making any Order under this section may give any directions which it appears to Her Majesty to be desirable to give for the purpose of giving full effect to such Order.

And whereas at a meeting of the Judges of the Supreme Court of Judicature, duly assembled at Her Majesty's Royal Courts of Justice on the 10th day of June, 1884, pursuant to the 75th section of the Supreme Court of Judicature Act, 1873, it was (amongst things) resolved as follows:—

- (1) "That at a convenient time before the commencement of any Assizes the Judges who are to go the circuits shall meet together, and shall at such meeting by mutual arrangement and common consent fix the Commission days for the several Assize towns of all the circuits and arrange them so that if possible no more than ten judges shall be absent from London at the same time.
- (2) "That the Commission days both for the summer and winter Assizes shall be arranged as nearly as possible according to the specimen scheme annexed to these resolutions.
- (3) "That in order to enable the Judges, as far as may be possible, to leave no cause untried at any place on any circuit, one of the Judges in London (in accordance with a rotation to be settled for that purpose) shall, on request of the Judge or Judges on any circuit, proceed to any place on such circuit in aid of such Judge or Judges for such time as may be necessary.
- (4) "That when any Judge has been absent from London on circuit for 35 days he shall be entitled, on his request, to be relieved by a Judge from London of the same division, according to a rotation to be settled for that purpose, and to take the place of such Judge in London.
- (5) "That the Assizes at Manchester and Liverpool shall be fixed as nearly as possible according to the specimen scheme annexed to these resolutions.
- (6) "That greater facilities be given by Rules of Court for the trial of Manchester and Liverpool witness causes in the Chancery Division at those places by Judges from London.
- (7) "That in order to facilitate the Circuit business the Judges humbly recommend Her Majesty, if Her Majesty so please, to place the names of all the Judges of the Supreme Court in every Commission.
- (8) "That the Judges humbly recommend to Her Majesty, if Her Majesty so please, by Order in Council to enable a Judge on circuit if he shall think it necessary in order to enable the business at any particular place to be concluded, or for other good cause, to postpone the Commission day at any place or places; and that whenever a Judge shall thus postpone a Commission day, he shall immediately inform the Lord Chancellor of his having so done, and of the particulars of the reason why he has so done.
- (9) "That the Judges humbly recommend Her Majesty, if Her Majesty shall so please, by Order in Council to abrogate the necessity of reading in Court the Proclamation against vice and immorality, and to direct that the Commission of Assize be opened by producing them on the first day of the Assize at each place in Court, and by the officer of the Court shortly stating that the Judges present at the Assizes are thereby with others appointed to hold the Assizes."

And whereas it is expedient to make the provisions herein-after contained as to the matters aforesaid, and also as to the holding of Assizes in and for the county of Surrey;

Now, therefore, Her Majesty by and with the advice of Her Most Honourable Privy Council, having taken into consideration the matters aforesaid, under and by virtue of the authority aforesaid, and of all or any other statutes, laws, powers, and authorities enabling Her in that behalf, is pleased to order and is hereby ordered accordingly as follows:—

1. The places at which Assizes are to be holden for the discharge of civil and criminal business at the Winter and Summer Assizes shall for the future be those named in the first and second Schedules to this Order.
2. The Commission days for the said several places on all the circuits for the Winter and Summer Assizes to be hereafter holden shall so far as may be practicable and the business to be done may allow, be fixed in accordance

with the scheme for Summer Assizes set out in the first Schedule hereto (with the changes necessary to adapt the same to the Winter Assizes) and shall, so far as may be practicable and as the business to be done may allow, be arranged so that no more than ten Judges shall be absent from London at the same time, and such Commission days shall be so fixed and arranged by common consent and mutual arrangement of all the Judges on the rota to go the said Assizes respectively, at a convenient period before the said Assizes, at meetings of such Judges to be convened for that purpose.

3. Assizes shall be held at Manchester and Liverpool at times to be fixed as far as may be practicable and the business to be done will permit, in accordance with the specimen scheme in the second Schedule hereto, for the Summer and Winter Assizes by the Judges at meetings in the last paragraph referred to, and for the Spring and Autumn Assizes by the Judges appointed to hold the same. But the Summer Assizes at Manchester and Liverpool for the current year shall be held at such periods after the date of this Order as the Judges at any such meeting as aforesaid may fix or may have fixed at any meeting held before the date of this Order.

4. Sittings shall be held at Liverpool and Manchester for the trial of witness causes entered in the Chancery Division of the High Court of Justice at such times and under such conditions and regulations as may be fixed by Rules of the Supreme Court.

5. The town of Kingston-upon-Thames shall from and after the date of this Order cease to be a place where Assizes are to be held in and for the county of Surrey.

6. The Assizes to be held at Guildford and Croydon in accordance with the provisions of this Order and the Schedule hereto, shall be deemed to be for all purposes the Winter and Summer Assizes holden for the county of Surrey.

7. (a.) The Winter and Summer Assizes holden under Commissions of gaol delivery and other Commissions for the despatch of civil and criminal business for the county of Warwick, heretofore holden at Warwick, shall hereafter be holden on the same circuit at Warwick and Birmingham, in the said county.

(b.) The said county shall be divided for the purposes of carrying this Order into execution into two divisions, which shall respectively be called the "Warwick Division" and the "Birmingham Division."

(c.) The said "Birmingham Division" shall include and consist of the whole of the district within the boundaries for the time being of the municipal borough of Birmingham, and the said "Warwick Division" shall include and consist of the whole of the rest of the county of Warwick.

(d.) Her Majesty's prison at Warwick may be used in manner hereinafter mentioned as a common gaol or prison for the purpose of carrying this Order into effect so far as it relates to the said "Warwick Division" and Her Majesty's prison at Birmingham may be used in manner hereinafter appearing as a common gaol or prison for the purpose of carrying this Order into effect so far as it relates to the said "Birmingham Division." Any Justice or Justices of the Peace or Coroner may hereafter commit for safe custody or trial to the said prisons respectively any person duly charged with any offence triable at the Assizes in this paragraph referred to respectively. The Sheriff of the county of Warwick shall have over and in respect of persons so committed as aforesaid or sentenced or committed in execution at the said Assizes such and the like power, jurisdiction, liabilities and duties as he may heretofore have had over or in respect of any person committed for safe custody or trial at Assizes holden for the whole county of Warwick, or sentenced or committed in execution at Assizes holden for the said whole county, and as if such person had been in a gaol or prison for the said whole county or in any other place. The governors or keepers of the said prisons shall respectively deliver or cause to be delivered to the Judges of Assize a calendar of all prisoners in custody for trial at Warwick and Birmingham respectively in the same way as if their prisons respectively had been prisons for the said whole county and the said prisoners were in custody for trial at Assizes to be holden for the said whole county.

(e.) Hereinafter in all cases of commitment for trial or of recognizances to appear and prosecute or give evidence or answer at the Assizes for any offence supposed to have been committed in the said "Warwick Division," such commitment shall be to Her Majesty's Prison at Warwick, and the recognizances shall be taken to appear and prosecute or give evidence or to appear in answer at the Assizes at Warwick as heretofore, and for any offence supposed to have been committed in the said "Birmingham Division" the commitment shall be to Her Majesty's Prison at Birmingham, and the recognizances shall be taken to appear and prosecute or give evidence or to appear and answer at the Assizes at Birmingham, unless the Justice or Justices of the Peace making any such commitment or taking such recognizances shall under the special circumstances of the case think fit to make such commitment for trial or take such recognizances to appear and prosecute or give evidence or to appear in answer at the Assizes to be holden in either of the said divisions, other than that in which the offence shall be supposed to have been committed, in which case such commitment shall be made and recognizances taken and such trial shall take place accordingly, but no statement as to special circumstances need appear in the order of commitment or in any other document.

(f.) Nothing in this Order shall affect any commitment made or recognizances taken before the date of this Order.

(g.) All indictments for offences triable at the said Assizes supposed to have been committed in the said Warwick Division of the said county shall be preferred to the Grand Jury for the said county at Warwick, and all indictments for such offences supposed to have been committed in the said Birmingham Division of the said county shall be preferred to the Grand Jury of the said county at Birmingham, except in the cases of persons committed or held to bail under the special circumstances hereinbefore mentioned, or removed for trial by Order of a Court or Judge as hereinafter provided, and except in the cases of persons heretofore committed for trial, in which cases

indictments shall be preferred to the Grand Jury at Warwick or Birmingham to or at whichever of the said places such persons shall be or have been committed or held to bail to appear, and all issues arising upon or out of any indictments shall be tried at whichever of the said places the same shall have been preferred, provided that any issues now joined or hereafter to be joined on any indictments already found at Assizes holden at Warwick shall be tried at Assizes holden at Warwick.

(h.) Any person not in custody against whom any bill of indictment shall hereafter be found at the Assizes at Warwick shall, if committed, be committed to Her Majesty's Prison at Warwick for trial at the Assizes to be holden at Warwick, or in case such bill of indictment be found at the Assizes at Birmingham such person shall be committed to Her Majesty's Prison at Birmingham for trial at the Assizes to be holden at Birmingham.

(To be continued.)

COURT PAPERS.

SUPREME COURT OF JUDICATURE. ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Monday, July	7 Mr. Pemberton	Mr. Jackson	Mr. Teesdale
Tuesday	8 Ward	Carrington	Farrer
Wednesday	9 Pemberton	Jackson	Teesdale
Thursday	10 Ward	Carrington	Farrer
Friday	11 Pemberton	Jackson	Teesdale
Saturday	12 Ward	Carrington	Farrer
	Mr. Justice CRISTY.	Mr. Justice NORTH.	Mr. Justice PHILLIPS.
Monday, July	7 Mr. Kee	Mr. Pugh	Mr. King
Tuesday	8 Clowes	Lavis	Mervale
Wednesday	9 Kee	Pugh	King
Thursday	10 Clowes	Lavis	Mervale
Friday	11 Kee	Pugh	King
Saturday	12 Clowes	Lavis	Mervale

CIRCUITS OF THE JUDGES.

Northern (Mathew, J.) and North-Eastern (Manisty, J.).—Lancaster, Monday, July 9; Appleby, Friday July 11; Carlisle, Monday, July 14; Newcastle, Monday, July 7; Durham (2), Thursday, July 17; York (2), Thursday, July 24; Leeds (2), Tuesday, July 29. Western (Lord Coleridge, C.J.) and Home (Field, J.).—Salisbury, Wednesday, July 9; Dorchester, Saturday, July 12; Wells, Wednesday, July 16; Bodmin, Wednesday, July 22; Maidstone, Wednesday, July 9; Guildford, Wednesday, July 16; Exeter (2), Thursday, July 24; Bristol (2), Tuesday, July 29; Winchester (2), Monday, August 4. South-Eastern (Denman, J.).—Cambridge, Thursday, July 10; Huntingdon, Wednesday, July 16; Bury, Friday, July 18; Norwich, Wednesday, July 23; Chelmsford, Tuesday, July 29; Hertford, Saturday, August 2; Lewes, Tuesday, August 5. Oxford (Pollock, B.) and Midland (Smith, J.).—Reading, Monday, June 30; Oxford, Thursday, July 3; Shrewsbury, Monday, July 7; Hereford, Friday, July 11; Monmouth, Monday, July 14; Gloucester, Friday, July 18; Worcester, Thursday, July 24; Stafford (2), Tuesday, July 29; Aylesbury, Monday, June 30; Bedford, Thursday, July 3; Northampton, Saturday, July 5; Leicester, Tuesday, July 8; Oakham, Monday, July 14; Nottingham (2), Tuesday, July 15; Lincoln (2), Saturday, July 19; Derby (2), Thursday, July 24; Warwick (2), Tuesday, July 29; Birmingham (2), Monday, August 4. North Wales (Grove, J.) and South Wales (Stephen, J.).—Newtown, Thursday, July 10; Dolgelly, Monday, July 14; Carnarvon, Wednesday, July 16; Beaumaris, Saturday, July 19; Ruthin, Tuesday, July 22; Mold, Thursday, July 24; Haverfordwest, Friday, July 11; Cardigan, Monday, July 14; Carmarthen, Wednesday, July 16; Brecon, Tuesday, July 22; Presteign, Thursday, July 24; Chester (2), Saturday, July 26; Swansea (2), Saturday, August 2. Manchester and Liverpool (Cave and Day, JJ.).—Manchester, Tuesday, July 15; Liverpool, Saturday, July 26.

Huddleston, B., joins Pollock, B., July 29; Lopes, J., joins Smith, J., July 15; Pollock, B., and Smith J., return to town, August 1.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALASIAN FRESH MEAT COMPANY, LIMITED.—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Edward Ebenezer Price, 3, Lothbury, Thursday, July 17, at 1, is appointed for hearing and adjudicating upon the debts and claims.

BORAX COMPANY, LIMITED.—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Henry John Leslie, 4, Coleman st., Thursday, July 31, at 1, is appointed for hearing and adjudicating upon the debts and claims.

CASSELL TRAMWAY COMPANY, LIMITED.—Kay, J., has by an order, dated June 4, appointed Hubert Bartow Doo, 27, Clement's lane, to be the official liquidator.

FOURTH STANDARD STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented June 20, directed to be heard before Chitty, J., on July 8. Stockton and Jupp, Lime st., agents for Pinkney, Sunderland, solicitor for the petitioners.

HOLWAY CONSOLS. LIMITED.—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to William Theobald, Esq., St. Swinburn's Lane, Tuesday, Aug. 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

HOUSE IMPROVEMENT AND SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented June 23, directed to be heard before Kay, J., on Friday, July 11. Francis and Johnson, Austin Friars, solicitors for the petitioner.

NEW ALCAZAR COMPANY, LIMITED.—Petition for winding up, presented June 24, directed to be heard before Chitty, J., on July 5. Foss and Ledam, Abchurch Lane, solicitors for the petitioner.

NISSEM FORD COMPANY, LIMITED.—Petition for winding up, presented June 24, directed to be heard before Pearson, J., on July 5. Norton and Co, Coleman St, solicitors for the petitioner.

ACKHAM AND COMPANY, LIMITED.—Petition for winding up, presented June 25, directed to be heard before Chitty, J., on July 12. Allen and Edwards, Old Jewry, solicitors for the petitioner.

RAMSGATE AND MARGATE TRAMWAYS COMPANY, LIMITED.—Kay, J., has fixed July 8, at 12, at his chambers, for the appointment of an official liquidator.

VICTOR GAS ENGINES COMPANY, LIMITED.—Kay, J., has fixed Monday, July 7, at his chambers, for the appointment of an official liquidator.

[Gazette, June 27.]

ANGLO-MALTESE HYDRAULIC DOCK COMPANY, LIMITED.—Petition for winding up, presented June 24, directed to be heard before Kay, J., on July 11. Gedde and Co, Old Palace Yd, Westminster, agents for Slater and Co, Manchester, solicitors for the petitioner.

CORK CUTTING MACHINERY SYNDICATE, LIMITED.—By an order made by Pearson, J., dated May 28, it was ordered that the syndicate be wound up. Barnes, Finsbury Pavement, solicitor for the petitioner.

HARBORAGE ELECTRO-HYDROPATHIC COMPANY, LIMITED.—Chitty, J., has by an order, dated April 2, appointed Thomas Frederic Smith, 11, Queen Victoria St, to be official liquidator. Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, July 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LANCASHIRE AND YORKSHIRE FIRE CLAY WORKS, LIMITED.—Petition for winding up, presented June 28, directed to be heard before Bacon, V.C., on July 12. Rust and Co, Bedford row, agents for Eastwood, Todmorden, solicitors for the petitioners.

MWINDY IRON ORE COMPANY, LIMITED.—Petition for winding up, presented June 28, directed to be heard before Kay, J., on July 11. Lyne and Holman, Great Winchester St, solicitors for the petitioner.

STANDARD INVESTMENT COMPANY, LIMITED.—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whimpey, 8, Old Jewry. Saturday, Oct 25, at 11, is appointed for hearing and adjudicating upon the debts and claims.

VEENON EWENS AND COMPANY, LIMITED.—By an order made by Bacon, V.C., dated June 20, it was ordered that the company be wound up. Francis and Johnson, Austin Friars, solicitors for the petitioners.

[Gazette, July 1.]

UNLIMITED IN CHANCERY.

CHESTER UNITY BENEFIT BUILDING SOCIETY.—Pearson, J., has by an order, dated June 5, appointed William Shone, Chester, to be official liquidator.

[Gazette, July 1.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

CLARK, WILLIAM, Bradford, York. July 18. Bateman v Smith, Chitty, J. Booth, Bradford.

HARTLEY, LEONARD LAWRIE, Leonards on Sea. July 19. Steadman v Dunster, Pearson, J. Dawes, Angel Ct, Thormorton St.

REES, RICHARD, Swansea, Tin Canister Maker. July 21. Rees v Reed, Chitty, J. White, New Inn, Strand.

TAYLOR, THOMAS, Heatley, nr Warrington, Chester, Gent. Aug 14. Craven v Taylor, District Registrar, Manchester. Davies and Co, Warrington.

WILLIAMS, WILLIAM, Penllwynnefon, Ystradfellte, Brecon, Farmer. July 22. Williams v Williams, Pearson, J. Morgan, Pontypridd.

[Gazette June 30.]

DUTTON, THOMAS WALTER, Birmingham, Commission Agent. July 18, Dutton v Dutton, Chitty, J. Taylor, Birmingham.

[Gazette, June 24.]

MCDONNELL, JAMES, Queen Victoria St, Paper Dealer. July 22. Potter v McDonnell, Chitty, J. Morgan, Old Jewry.

HENSTOCK, HENRY ARTHUR, Macclesfield, Chester, Solicitor. July 19. Mellor v Henstock, Pearson, J. Morgan, Macclesfield.

McMAHON, PATRICK, Cubitt Town, Essex, Licensed Victualler. July 24. McMahon v McMahon, Chitty, J. Hale, St Mildred's Ct.

[Gazette, June 27.]

BRYANT, ROBERT, Windsor Ct, Strand, Gun Case Maker. Aug 4. Lawrence v Cook, Kay, J. Brunskill, Great James St, Bedford row.

SHARPE, JAMES, Curtain rd, Shoreditch, Glass Bottle Dealer. Scully v Coney, Bacon, V.C. Mason, North bldgs, Finsbury.

[Gazette, July 1.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

ARNOLD, HENRY JAMES, Tunbridge Wells, Gent. Aug 30. Rowe, Ironmonger Lane.

BALL, WILLIAM, Rothwell, Northampton, Agricultural Implement Manufacturer. July 21. Lamb and Stringer, Kettering.

BORROWES, WALTER, Portsea, Hants, Navy Agent. July 24. Cousins and Burbridge, Portsmouth.

BRIGGS, THOMAS, Wakefield, York, Market Gardener. July 25. Fernandes, Wakefield.

BROOKES, WILLIAM, Chancery Lane, Civil Engineer. Aug 20. Wrentmore, Bedford row.

CLAYTON, HENRY, Woodfield rd, Hallow rd, Paddington, Esq. July 18. Harris, Bishopsgate churchyard.

CLEMENTS, ASH VINTNER, Manchester. July 31. Ashworth and Inman, Manchester.

COCKAYNE, WILLIAM, Norton, Derby, Gent. July 21. Sorby, Sheffield.

COLLINS, CHARLES, Earl St, Finsbury, Furrer. Aug 1. Baddeley, Leman at Cooper, Rowland, Sharples, nr Bolton, Lancaster, Farmer. June 18. Balshaw, Bolton.

CRUMPTON, THOMAS HILDICK, Walsall, Stafford, Gent. Aug 1. Crump, Walsall.

DASH, OSWOLD, Brighton, Hatter. July 18. Cockburn, Brighton.

DEAKE, EDWARD, Stetchworth, Cambridge. July 16. Fenn and Co, Newmarket.

ELLIOTT, WILLIAM, Doncaster, York, Gent. Aug 1. Palmer, Doncaster.

ELLIS, GRIFFITH, Bettwys Coed, Denbigh, Quarryman. July 2. Roberts, Bangor.

EWING, REV ROBERT, Wiesbaden, Germany, Clerk in Holy Orders. Aug 1. Hanbury and Co, New Broad St.

FROST, EDWARD, Hanworth, Middlesex, Leather Dresser. July 21. May, Golden sq.

GRIFFITH, EDWARD, Saint Keverne, Cornwall, Clerk in Holy Orders. Aug 1. Grylls and Co, Helston.

HEWITT, JOHN DEAN, Laddenhall St, Aug 12. Hortin, Edgware rd.

HOPKINS, WILLIAM, Widnes, Lancaster, Manager Refining Department of Copper Smelting Works. Aug 10. Peters, Widnes.

INGRAM, LOUISA ANN, Kildare gds, Bayswater. July 22. McClellan, Bedford row.

JOHNS, WILLIAM, Helston, Cornwall, Land Surveyor. July 12. Tyacke, Helston.

JOHNSON, JOSEPH, Grassmoor, nr Chesterfield, Derby, Engine Tenter. July 1. Gratton and Marsden, Chesterfield.

MACFARLANE, JAMES, Sale, Chester, Packing Clerk. July 21. Hall and Co, Manchester.

O'LEARY, MARGARET, Liverpool, MILLNER. July 17. Madden, Liverpool.

ORCHARD, CHARLOTTE, Lewisham. July 24. Tyler, Lincoln's inn fields.

ROPER, ALLEN, Oxtou, Chester. July 18. Jackson, Ulverston.

SMITH, MARY, Billericay, Essex. July 4. Woodard and Hood, Billiter St.

SMITH, MARY ANN, Daventry, Northampton. Sept 1. Burton and Willoughby, Daventry.

STARES, EDWARD, Romsey, Southampton, Publican. July 21. Stead, Romsey.

THOMPSON, HENRY BRIANIS, Culham St, Printer. Aug 1. Baddeley, Leman at Toft, Tessa, London, Stafford.

TOFT, TESSA, London, Stafford. Aug 1. Baddeley, Leman at Toft, Tessa, London, Stafford.

TYSON, JAMES, Dalton, Lancaster, Farmer. June 30. Jackson, Ulverston.

WHITE, CAROLINE, Witham, Essex. July 10. Savidge, Eastcheap.

WHITE, FREDERICK, St Paul's rd, Canonbury, out of business. July 18. Smith and Son, Farnival's Inn.

WHITTON, CHARLOTTE, Surfleet, Lincoln. July 6. Millington and Simpson, Boston, Lincolnshire.

[Gazette, June 30.]

BAILEY, JAMES, Primrose Hill rd, Hampstead, Surgeon. July 19. James and Co, Ely rd, Holborn.

BATT, RICHARD, Dundry, Somerset, Innkeeper. July 14. Harwood and Bousflower, Bristol.

BELL, SARAH JANE, Southport, Lancaster. July 30. Lee, Manchester.

BENGREE, CATHERINE, Ross, Hereford. Aug 11. Humphrys, Hereford.

BICKERSTETH, Right Rev ROBERT, D.D., Lord Bishop of Ripon, Palace, nr Ripon, York. Nov 1. Wise and Son, Ripon.

BLAKE, SUSANNA, Bramerton Hall, Norfolk. Aug 1. Percival and Son, Peterborough.

BOOTE, GEORGE, Pree, Salop, Farmer. July 26. Eitches, Salop.

BROADBENT, FREDERICK, HOLDSWORTH, Landport, Southampton, Gent. July 31. Fernandes, Wakefield.

COBB, FREDERICK, Walton, Warwick, Estate Agent. Aug 4. Wright and Hassall, Leamington.

COLLETT, JOHN, Charlton upon Otmoor, Oxford, Farmer. Aug 1. Watts, Southampton.

DAWSON, Rev HENRY, Wakefield, York, Clerk in Holy Orders. July 31. Fernandes, Wakefield.

DENNY, WILLIAM TOWNSEND GUN, Bombay, East India, Captain in the Royal Artillery. Aug 5. Cookson and Co, New St, Lincoln's inn.

GOODWIN, WILLIAM, Crich, Derby, Farmer. July 23. Wilson and Bone, Alfreton.

GREY, HENRY BACON, Bywell St Andrews, Northumberland, Esq. Aug 11. Stanton and Atkinson, Newcastle upon Tyne.

JOHNSON, ELIZA, Little Baddow, Essex. July 5. Gepp and Sons, Chelmsford.

KELLYWAY, THOMAS, Fiddletown, Dorset, Dairyman. July 24. Andrews and Co, Dorchester, Dorset.

MURE, JOHN, Tedworth sq, Deputy Inspector General of Hospitals. Aug 1. Pattison, Lincoln's inn fields.

OVER, JOHN, Mill Hill rd, Acton, Gent. Aug 1. Brown, Lincoln's inn fields.

PAICE, WILLIAM, Hart St, Bloomsbury, Architect. Aug 1. Brown, Lincoln's inn fields.

PALMER, JOHN HINDE, St George's sq, Pimlico, Q.C., M.P. July 20. Hores and Pattison, Lincoln's inn fields.

PARKIN, GEORGE, West Hartlepool, Durham, Gent. Aug 13. Todd and Harrison, West Hartlepool.

PARSONS, JAMES, Wigan, Lancaster, Gent. July 31. Taylor and Sons, Wigan.

SHUELOCK, ELIZA MARY, Ventnor, Isle of Wight. July 19. Coldham and Isaacson, New Inn, Strand.

SOUTHWELL, Right Hon FOLKE, Baron Greville, Knightsbridge. Aug 1. Broxams and Ellison, Lincoln's inn fields.

SWAYNE, JOHN PILE, Steeple Langford, Wilts, Farmer. July 18. Cobb and Smith, Salisbury.

THOMAS, EDWARD, the younger, Llanfabon, Glamorgan, Gent. July 15. Curtis and Son, Neath.

TWEDDALE, WILLIAM HUTTON, Mussoorie, India, Captain Bengal Invalid Establishment. Aug 1. Hores and Pattison, Lincoln's inn fields.

WEM, JOHN, Chesterfield, Derby, Contractor. July 19. Jones and Middleton, Chesterfield.

WESTLAKE, ELIZABETH, Clifton. July 15. Buckland, Bristol.

WINTERBOTTOM, ANCHIBALD, Pendleton, Lancaster, Merchant. Aug 9. Atkinson and Co, Manchester.

[Gazette, June 21.]

ACKLAND, ELIZABETH MARY LLOYD, Tenby, Pembroke. Aug 1. Price, Haverfordwest.

ACKLAND, LILLIAN CONSTANCE, Tenby, Pembroke. Aug 1. Price, Haverfordwest.

BAKER, EDMUND IRENAEUS, Amhurst rd, Hackney, Broad Cooper. July 21. Gosnell, Finsbury Pavement.

BASS, MICHAEL THOMAS, Rangemore, Stafford, Esq. Aug 9. Hollams and Co, Mincing Lane.

BELL, BENJAMIN DRABWELL, Crofton rd, Camberwell, Gent. July 23. Satchell and Chapple, Queen St, Cheapside.

BELLARS, GEORGE, Coulsdon, near Caterham, Surrey, Esq. Aug 9. Saunders and Co, Coleman St.

BLANCHARD, FRANCIS, Reigate, Surrey, Retired Licensed Victualler. Aug 11. Greece, Red Hill; Thomson and Ward, Bedford row.

BOWER, JEMIMA, Old Brinsley, Nottingham. Aug 4. Barber and Bowly, Nottingham.

BROWN, MARGARET, Devonshire rd, Holloway. July 12. Williams and Millard, Delfry, North Wales.

BUTCHELL, MARY ANN, Ryder St, St James, Westminster. Aug 31. Pollock and Co, Lincoln's inn fields.

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July 21. 8 p.
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July 21. 12 p.
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BURTON, THOMAS JONES, Esq. Aug 12. Smith, Lincoln's inn fields
 CHADWICK, EMMA, Ashley rd, Hornsey Rise. July 28. Webb, Austin Friars, Old Broad st
 COWAN, SAMUEL BRICE, Bath, Surgeon. July 27. Cowan, Chancery lane
 COXON, WILLIAM, Stockton on Tees, Durham, Tripe Merchant. July 31. Faber and Fawcett, Stockton on Tees
 DAY, ARTHUR GERRING, Southampton row, Retired Surveyor of Taxes. July 31. Worship and Rising, Great Yarmouth
 GOMER, HANNAH, Chewstoke, near Bristol, Somerset. Aug 6. Saunders and Co, Coleman st
 HEAD, Rev GEORGE QUINTELL, Teigngrace, Devon. July 31. Francis and Co, Newton Abbot, Devon
 HODGES, RICHARD, Northleigh, Oxford, Yeoman. Aug 1. Saunders, Chipping Norton
 HUGHES, ANN, Farncombe, Surrey. July 25. Capron and Sparkes, Guildford
 HUNTER, THOMAS, Catterick, York, Innkeeper. Aug 1. Blount and Co, King st, Cheapside
 JERNINGHAM, Hon CHARLES WILLIAM STAFFORD, Norwich. July 6. Few and Co, Surrey st, Strand
 KNOTT, THOMAS, Chertsey, Surrey, no occupation. July 14. Crowdy, Chertsey, Surrey
 MILLER, JOHN, Preston on the Hill, Chester, Shoemaker. July 21. Barker and Co, Chester
 OLEY, CHARLES, Grassmoor, Derby, Timber Dealer. July 23. Gration and Marsden, Chesterfield
 RUPPERS, ELIZA, Kingston upon Hull. Sept 1. Singleton, Hull
 SNELLING, MARY BENNETT, Broadstairs. July 31. Prior and Co, Lincoln's inn fields
 STOREY, JOHN BARBER, Bootle, Lancaster, Team Owner. Aug 23. Barrell and Co, Liverpool
 TULLOCH, JANE ANN, Montague pl, Russell sq. Aug 1. Rivington and Son, Fenchurch bldgs
 TWEDDE, ALEXANDER, Twickenham, M.D. Aug 1. Ford, Gray's inn
 WILLIAMS, WILLIAM JAY, Southport, Lancaster, Doctor of Medicine. July 31. Hope, Altherton
 PAYNE, WILLIAM JOHN, Lincoln's inn, Barrister at Law. Aug 1. Morrison, Regate
 POOLE, Rev ROBERT, Vicar of St Decumans, Somerset. Aug 2. White and Son, Williton, Somerset
 READ, MARY ANN, Yetminster, Dorset. Aug 6. Bartlett, Sherborne, Dorset
 SARD, SARAH, Knight's Hill, Lower Norwood. July 28. Rae, Mincing lane
 SHAW, SARAH, Wakefield, York. July 18. Harrison and Beaumont, Wakefield
 [Gazette, June 27.]

We understand that the directors of the Real and Personal Advance Company will recommend a dividend at the rate of four per cent. per annum at their half-yearly meeting to be held on Tuesday next.

The Island of Herin, lying between Guernsey and Sark, is to be sold by auction by Messrs. Debenham & Co., at the Mart, on the 29th inst. It contains an hotel, house, and vineries, besides several residences and cottages, a school-house, harbour, landing-steps, granite quarries, and a "shell beach." The present population of the island is stated to be thirty-seven.

SALES OF ENSUING WEEK.

July 7.—Messrs. MORTIMER, JONES, & HENRY, at the Mart, at 2 p.m., Leasehold Beerhouses (see advertisement, June 14, p. 12)
 July 8.—By Tender at the Guildhall, Freehold Ground-rents (see advertisement, June 28, p. 2)
 July 8.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 14, pp. 3, 4; and June 28, p. 4)
 July 8.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 28, p. 4)
 July 9.—Messrs. DRIVER & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties, Ground-rents, &c. (see advertisement, June 28, p. 4)
 July 9.—Messrs. EDWIN FOX & BOWFIELD, at the Mart, at 2 p.m., Freehold Estate (see advertisement, June 14, p. 13)
 July 10.—Messrs. FARNBOTHAM, ELLIS, CLARK, & Co., at the Mart, Freehold Estate (see advertisement, June 7, p. 6)
 July 10.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Leasehold Properties (see advertisement, this week, p. 4)
 July 10.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, Freehold and Leasehold Properties, Policies, &c. (see advertisement, June 14, front page)
 July 10.—Messrs. PRICKEY, VENABLES, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties and Ground-Rents (see advertisement, June 14, p. 14)
 July 11.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, Freehold Properties (see advertisements, June 14, p. 2).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BANKES.—June 23, at 8, Durham-place, Chelsea, the wife of John Eldon Bankes, barrister-at-law, of a son.
 DALTON.—June 20, at 20, Sutherland-gardens, Maida-valle, W., the wife of Edward Riple Dalton, barrister-at-law, of a daughter.
 GARR.—June 22, at 25, Fitzjohn's-avenue, Hampstead, the wife of George Sangster Green, of Lincoln's-inn, barrister-at-law, of a son.
 NYE.—June 23, at 16, Albany-villas, West Brighton, the wife of Harry Nye, solicitor, of a son.
 PERRETT.—June 21, at Loldesberry, Upper Tooting, S.W., the wife of Henry Perrett, solicitor, of a daughter.
 SCOTT.—June 29, at Hatherleigh, The Avenue, Gipsy-hill, Upper Norwood, the wife of Sydney Charles Scott, solicitor, of a daughter.
 SOLLY.—June 20, at 4, Nottingham-terrace, Regent's-park, the wife of H. Reynolds Solly, barrister-at-law, of a daughter.
 SOWTER.—June 22, at Brigg, the wife of G. S. Sowter, solicitor, of a daughter, stillborn.

MARRIAGES.

BODKIN—BUSH.—July 2, at St. Peter's, Belsize, by the Right Rev. the Lord Bishop of London, assisted by the Rev. J. H. Butterworth and the Rev. W. Douglas Bodkin, brother of the bridegroom, Herbert Peter Bodkin, of 23, Gordon-street, Gordon-square, W.C., solicitor, fourth son of Mr. William Peter Bodkin, J.P. of West-hill-place, Highgate, N., to Mary Harrington Wheeler, second daughter of the Rev. R. Wheeler Bush, rector of St. Alphage, London-wall.
 CHERRIE—OTTAWAY.—June 9, at Hamilton, Canada, Peter Duncan Cherrie, M.A., of Hamilton, barrister-at-law, to Marion Elizabeth Ottaway, widow of the late C. J. Ottaway, of London.

DEATH.

DOUGLAS.—June 16, at Perth House, Southsea, William Henry Douglas, barrister-at-law, of the Inner Temple, aged 88.
 MEREWETHER.—June 23, Charles George Merewether, of the Inner Temple, Q.C., and recorder of Leicester, aged 61.

LONDON GAZETTES.

Under the Bankruptcy Act, 1869.

BANKRUPTCIES ANNULLED.

FRIDAY, June 27, 1884.

Lloyd, Eleanor, Marylebone rd. June 11.
 May, John Venables, Wood st, Cheapside, Warehouseman June 23

TUESDAY, July 1, 1884.

Kennett, Edward Joseph, Longridge rd, South Kensington, Accountant. June 26

THE BANKRUPTCY ACT, 1883.

RECEIVING ORDERS.

FRIDAY, June 27, 1884.

Alsteins, George, Portsea, Hampshire, Leather Merchant. Portsmouth. Pet June 11. Ord June 23. Exam July 7
 Ashby, John Thomas, Aylesbury, Buckinghamshire, Provision Merchant. Aylesbury. Pet June 21. Ord June 23. Exam July 9 at 12 at County Hall, Aylesbury
 Barker, Matthew, Leicester, Innkeeper. Leicester. Pet June 25. Ord June 25. Exam July 9 at 10
 Barnes, William, Trowbridge, Wiltshire, Hairdresser. Bath. Pet June 21. Ord June 23. Exam July 10 at 11
 Bode, Mary, Aston, Warwickshire, Dress Maker. Birmingham. Pet June 23. Ord June 23. Exam July 17
 Bonner, Samuel, Foremark, Derbyshire, Farmer. Derby. Pet June 23. Ord June 23. Exam July 12
 Boulter, Joseph Doran, Bishopsgate st Without, Licensed Victualler. High Court. Pet June 4. Ord June 24. Exam July 26 at 11 at 34, Lincoln's inn fields
 Brooks, Arthur, Brussels, Retired Captain. High Court. Pet Feb 8. Ord June 24. Exam July 30 at 11 at 34, Lincoln's inn fields
 Broome, John, Watterton rd, St Peter's Park, Paddington, Builder. High Court. Pet June 23. Ord June 23. Exam July 30 at 11 at 34, Lincoln's inn fields
 Buchan, William Muir, Montague pl, Russell sq. High Court. Pet Mar 8. Ord June 24. Exam July 30 at 11 at 34, Lincoln's inn fields
 Buckley, John, Camberwell New rd, Saw Mill Proprietor. High Court. Pet May 23. Ord June 24. Exam July 30 at 11 at 34, Lincoln's inn fields
 Child, Joe, Eusden Lock, Engineer. Edmonton. Pet May 30. Ord June 24. Exam July 29 at 2 at the Court house, Edmonton
 Chown, Arthur Henry, Stockton on Tees, Boot Dealer. Stockton on Tees and Middlesbrough. Pet June 24. Ord June 24. Exam July 4 at 11 at County Court, Stockton on Tees
 Collinson, Richard, Eccles, nr Manchester, Coal Merchant. Salford. Pet June 23. Ord June 23. Exam July 9 at 2
 Davies, Edward, Rhy, Flintshire, Confectioner. Bangor. Pet June 24. Ord June 24. Exam July 9
 Denson, Solon, and Edward Denson, Brookley, Kent, Florists. Greenwich. Pet June 23. Ord June 24. Exam July 29 at 1
 Gibson, William, Mortimer rd, Kingsland, Manufacturer of India Rubber Goods. High Court. Pet June 21. Ord June 21. Exam Aug 8 at 11 at 34, Lincoln's inn fields
 Gunning, Charles Stanhope, Whitstone, Devonshire, Gent. Exeter. Pet Apr 23. Ord June 24. Exam July 17 at 11
 Hamilton, John Hamilton Jenkin, Howden House, nr Tiverton, Devonshire, Esq. Exeter. Pet June 3. Ord June 24. Exam July 17 at 11
 Hanley, Francis Julian, Oakley st, Chelsea. High Court. Pet June 7. Ord June 25. Exam Aug 8 at 11 at 34, Lincoln's inn fields
 Holdich, Charles Walter, Sleaford, Lincolnshire, Solicitor. Boston. Pet June 23. Ord June 25. Exam Aug 14 at 2
 Hopkins, William, Uppingham, Rutlandshire, Draper. Leicester. Pet June 9. Ord June 24. Exam July 9 at 10
 Hunt, George Willis, Bath pl, Kensington, China Dealer. High Court. Pet June 21. Ord June 23. Exam Aug 1 at 11 at 34, Lincoln's inn fields
 James, Henry, Mitcheldean, Gloucestershire, Chemist. Gloucester. Pet June 23. Ord June 23. Exam July 29
 Jefferies, Elizabeth, Pembroke rd, Earls ct, Spinster. High Court. Pet May 25. Ord June 25. Exam Aug 8 at 11 at 34, Lincoln's inn fields
 Knight, Thomas, Dorking, Bricklayer. Croydon. Pet June 23. Ord June 23. Exam July 4
 Mellor, Samuel, Littlemoor, nr Ashover, Derbyshire, out of business. Derby. Pet June 19. Exam June 23. Exam July 12
 Mitchell, Jonas, Leeds, Cotton Waste Dealer. Leeds. Pet June 24. Ord June 24. Exam July 16 at 2
 Morley, John, Strand, Furniture Dealer. High Court. Pet May 22. Ord June 24. Exam July 24 at 11 at 34, Lincoln's inn fields
 Phillips, William Emmerson, Rye lane, Peckham, Hosiery. High Court. Pet June 23. Ord June 23. Exam July 24 at 11 at 34, Lincoln's inn fields
 Read, William, Bolton Abbey, Yorkshire, Farmer. Bradford. Pet June 25. Ord June 25. Exam July 15 at 12
 Reeves, Peter, Leigh, Lancashire, Brewer, Bolton. Pet June 23. Ord June 23. Exam July 16 at 11
 Rigg, Charles Ammes, James Buckingham Hodgson, and Robinson Rigg, Whitehaven, Corn Merchants, Whitehaven. Pet June 25. Ord June 25. Exam July 18 at 11
 Rowlinson, George, Rochdale, Lancashire, Innkeeper. Oldham. Pet June 23. Ord June 23. Exam July 17 at 12.20
 Shaw, Arthur, Wolverhampton, Tailor. Wolverhampton. Pet June 23. Ord June 23. Exam July 15
 Shillabeer, William John, New Brompton, Grocer. Rochester. Pet June 23. Ord June 23. Exam July 7 at 2
 Southey, James, Wellington, Somersetshire, Baker. Taunton. Pet June 23. Ord June 25. Exam July 14 at 11.30
 Sprinks, Christopher Edward, and Edwin Brown, Stockwell rd, Brixton. House Decorators. High Court. Pet June 23. Ord June 23. Exam Aug 5 at 11 at 34, Lincoln's inn fields

Tombs, Thomas, Birmingham, Grocer. Birmingham. Pet June 25. Ord June 25. Exam July 17
 Venn, Robert George, Birchfields, Staffordshire, Plumbers. Birmingham. Pet June 11. Ord June 23. Exam July 10
 Wickens, Walter, Hailsham, Sussex, Coal Merchant. Lewes and Eastbourne. Pet June 21. Ord June 23. Exam Aug 8 at 11
 Williams, William John, Curtain rd, Shoreditch, Looking Glass Maker. High Court. Pet June 23. Exam Aug 5 at 11, at 34, Lincoln's inn fields

FIRST MEETINGS.

Ackroyd, Joss, Wellingborough, Northamptonshire, Grocer. July 8 at 3. County Court bldgs, Northampton
 Aliband, Charles, Southam, Warwickshire, Bootmaker. July 4 at 12. Official Receiver, Coventry
 Alsteens, George, Portsea, Hampshire, Leather Merchant. July 7 at 11.30. Official Receiver, 168, Queen st, Portsea
 Andrews, Arthur Edward Douglas, Ipswich, Tailor. July 8 at 11.30. Castle and Falcon Hotel, Aldersgate st, E.C.
 Ashby, John Thomas, Aylesbury, Buckinghamshire, Provision Merchant. July 9 at 11. County Court Office, Aylesbury
 Barker, Matthew, Leicester, Innkeeper. July 7 at 12.30. Official Receiver, 23, Friar lane, Leicester
 Blake, Edward, and Jane Blake, East Retford, Nottinghamshire, Fancy Drapers. July 14 at 11. Official Receiver, 2, St Benedict sq, Lincoln
 Bode, Mary, Aston, Warwick, Dressmaker. July 7 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
 Bonner, Samuel, Foremark, Derbyshire, Farmer. July 5 at 2.15. Peel Arms, Tamworth
 Brettell, Charles Edward (Separate Estate), Worcester, Manufacturing Engineer. July 8 at 2.30. Official Receiver, 45, Copenhagen st, Worcester
 Brettell, John Orme (Separate Estate), Worcester, Manufacturing Engineer. July 8 at 2. Official Receiver, 45, Copenhagen st, Worcester
 Conde, Richard, Oswestry, Shropshire, Wheelwright. July 23 at 11.30. County Court Office, Wrexham
 Davies, Edward, Rhyll, Flintshire, Confectioner. July 7 at 2. Official Receiver, Crypt chbrs, Chester
 Dure, Samuel, Cardiff, Shipwright. July 8 at 2.30. Official Receiver, 2, Bute crescent, Cardiff
 Fisher, Charles, Ipswich, Furniture Dealer. July 5 at 11.30. Official Receiver, 2, Westgate st, Ipswich
 Frith, William, Wells, Somersetshire, Corn Dealer. July 4 at 11. Mitre Hotel, Wells
 Gunning, Charles Stanhope, Whitstone, Devonshire, Gent. July 8 at 11. The Castle of Exeter
 Hamilton, John Hamilton Jenkin, Howden House, nr Tiverton, Devonshire, Esq. July 9 at 11. Craven Hotel, Craven st, Strand
 Harrigan, Daniel, Seymour st, Euston sq, Grocer. July 7 at 11. 33, Carey st, Lincoln's inn
 Hopkins, William, Uppingham, Rutlandshire, Draper. July 8 at 2.30. Chamber of Commerce, 145, Cheapside
 James, Henry, Mitcheldean, Gloucestershire, Chemist. July 5 at 2.30. Official Receiver, 54, Barkon st, Gloucester
 Johnson, Edward Frederick, Weston super Mare, Somersetshire, Clerk in Holy Orders. July 5 at 12.30. The George and Railway Hotel, Victoria st, Bristol
 Kenyon, Matthew George, London rd, Southwark, Coffee house Keeper. July 4 at 12. 33, Carey st, Lincoln's inn
 Kirby, Walter Frederick, Northampton, Baker. July 8 at 12. County Court bldgs Northampton
 Mellor, Samuel, Littlemoor, nr Ashover, Derbyshire, out of business. July 5 at 11.30. Official Receiver, St James's chbrs, Derby
 Mitchell, Jonas, Leeds, Cotton Waste Dealer. July 8 at 11. Official Receiver, Andrew's chbrs, 22, Park row, Leeds
 Remfry, George Henry, Brentwood, Essex, Schoolmaster. July 5 at 9.40. County Court, Brentwood
 Reeves, Peter, Leigh, Lancashire, Brewer. July 7 at 11. Public Sale rooms, Bowker's row, Bolton
 Rowlinson, George, Rochdale, Lancashire, Innkeeper. July 7 at 3.30. Townhall, Rochdale
 Shillabeer, William John, New Brompton, Grocer. July 7 at 11.30. Official Receiver, Eastgate, Rochester
 Summers, William, Kirton-in-Lindsey, Lincolnshire, Cattle Dealer. July 4 at 11.30. George Inn, Kirton-in-Lindsey
 Tanner, Charles, and William Hodges, Cardigan rd, North Kilburn, Builders. July 8 at 2. 33, Carey st, Lincoln's inn
 Turner, Samuel William, The Broadway, Mitcham, Bootmaker. July 4 at 11. Official Receiver, 109, Victoria st, Westminster
 Venn, Robert George, Birchfields, Staffordshire, Plumber. July 7 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
 Wickens, Walter, Hailsham, Sussex, Coal Merchant. July 4 at 12. Official Receiver, 160, North st, Brighton
 Wickham, Charles Thomas, Burghley rd, Camden Town, Cheesemonger's Manager. July 7 at 3. 33, Carey st, Lincoln's inn

ADJUDICATIONS.

Ainsley, John Tom, Tow Law, Durham, Timber Merchant. Durham. Pet April 2. Ord June 21
 Barnes, William, Trowbridge, Wiltshire, Hair Dresser. Bath. Pet June 21. Ord June 25
 Bode, Mary, Aston, Warwickshire, Dress Maker. Birmingham. Pet June 23. Ord June 24
 Cliff, James, Leicester, Provision Merchant. Leicester. Pet June 5. Ord June 24
 Clifford, James Cordwell, Uxbridge rd, Dealer in Fancy Goods. High Court. Pet May 1. Ord June 24
 Elliot, Henry, Gloucester, Surgeon. Gloucester. Pet May 8. Ord June 24
 Gunning, Charles Stanhope, Whitstone, Devonshire, Gent. Exeter. Pet April 26. Ord June 25
 Hodge, John, St. Stephen's by Launceston, Cornwall, Licensed Victualler. East Stonehouse. Pet May 24. Ord June 24
 Lambert, Joseph, Great Dover st, Artificial Florist. High Court. Pet April 3. Ord June 25
 McNeil, David, Plymouth, Stationer. East Stonehouse. Pet June 4. Ord June 23
 Miller, Henry, Worthing, Sussex, Retired Clerk in Custom House. Brighton. Pet May 17. Ord June 24
 Nathan, Henry Yates, Birmingham, Hatter. Birmingham. Pet June 17. Ord June 23
 Nicolls, Charles, Brighton, Grocer. Brighton. Pet June 17. Ord June 24
 Potchett, Charles Cresswell, Fann st, St Luke, Cork Sock Manufacturer. High Court. Pet May 30. Ord June 23
 Robinson, James, Liverpool, Foreman Locomotive Department of Manchester, Sheffield, and Lancashire Railway Co. Liverpool. Order made under section 108. Ord June 24
 Shillabeer, William John, Railway st, New Brompton, Kent, Grocer. Rochester. Pet June 23. Ord June 25
 Stanway, Richard, Newcastle under Lyme, Manufacturer of Clothes. Hanley, Burslem, and Tunstall. Pet May 10. Ord June 25
 Stocks, Alfred, Messingham, Lincolnshire, Farmer. Great Grimsby. Pet May 29. Ord June 24

Williams, William John, Curtain rd, Shoreditch, Looking Glass Manufacturer. High Court. Pet June 23. Ord June 23
 Young, Benjamin, Leicester, Boot Dealer. Leicester. Pet May 34. Ord June 24

RECEIVING ORDERS.

TUESDAY, July 1, 1884.

Boulton, John, Lincoln, Farmer. Lincoln. Pet May 21. Ord June 23. Exam July 14 at 12 at Sessions House, Lincoln
 Briggs, George, and Richard Briggs, Dalton in Furness, Joiners. Ulverston and Barrow in Furness. Pet June 23. Ord June 23. Exam July 16 at 2.30
 Bull, Walter Frederick, Park Ridings, Wood Green, Paper Stock Merchant. High Court in Bankruptcy. Pet June 26. Ord June 23. Exam July 30 at 11 at 34, Lincoln's inn fields
 Carroll, John, and Thomas Carroll, Middletown, nr Monaghan, Armagh, Wholesale Provision Dealers. Liverpool. Pet June 26. Ord June 23. Exam July 7 at 11.30
 Cole, William, Kingswood Hill, Gloucestershire, Boot Manufacturer. Bristol. Pet June 27. Ord June 23. Exam July 25
 Cox, William, Maidenhead, Berkshire, Furniture Dealer. Windsor. Pet June 26. Ord June 26. Exam July 19 at 11
 Dyer, Francis Vincent, Bridge rd, Battersea, Coffee House Keeper. Wandsworth. Pet June 16. Ord June 27. Exam July 24
 Ebbes, Margaret, Northwick ter, Malda hill, Builder. High Court. Pet June 25. Ord June 23. Exam Aug 8 at 11 at 34, Lincoln's inn fields
 Fisher, Samuel, Samuel Sharpe Horman Horman, Oystermouth, Glamorganshire, Barrister at Law. Swansea. Pet June 27. Ord June 27. Exam July 17
 Follows, Henry, Stafford, Clicker. Stafford. Pet June 23. Ord June 23. Exam July 16 at 12 at Shirehall, Stafford
 Ford, William, Minchinhampton, Gloucestershire, Colliery Proprietor. Sunderland. Pet May 23. Ord June 26. Exam July 24
 Green, George Harrison, Shipley, Yorkshire, Bootmaker. Bradford. Pet June 28. Ord June 28. Exam July 15 at 12
 Harris, Lewis, Scarborough, Agent. Leeds. Pet June 23. Ord June 23. Exam July 16 at 2
 Haynes, William John, Sheffield, nr Walsall, Grocer. Walsall. Pet June 25. Ord June 25. Exam July 14
 Hill, George Alfred, and Frederick Pardow Hill, Studley, Warwickshire, Needle Manufacturers. Warwick. Pet June 27. Ord June 27. Exam July 15
 Hoare, Henry John, Ashchurch, Gloucestershire, Miller. Cheltenham. Pet June 28. Ord June 28. Exam July 18 at 12
 Hunt, Frank, Wolverhampton, Galvanizer. Wolverhampton. Pet June 10. Ord June 27. Exam July 15
 Jones, Charles, Walsall, Painter. Walsall. Pet June 24. Ord June 26. Exam July 14
 King, Joseph, Drummond st, Euston sq, Fishmonger. High Court. Pet June 27. Ord June 27. Exam July 31 at 11 at 34, Lincoln's inn fields
 Loly, Solbe, and Co., Eastcheap. High Court. Pet May 23. Ord June 27. Exam July 31 at 11 at 34, Lincoln's inn fields
 Newland, Frederick Thomas, Croydon, Greengrocer. Croydon. Pet June 27. Ord June 27. Exam July 15
 Page, Edward, Whitworth, Lancashire, Joiner. Oldham. Pet June 26. Ord June 27. Exam July 17 at 1
 Shennan, Alexander, Taunton, Draper. Taunton. Pet June 26. Ord June 26. Exam July 11 at 12
 Smith, John, Liverpool, Pawnbroker. Liverpool. Pet June 24. Ord June 27. Exam July 7 at 12
 Sparks, Francis, and James Jefford, Villiers rd, Willesden Green, Builders. High Court. Pet June 27. Ord June 27. Exam Aug 12 at 11 at 34, Lincoln's inn fields
 Watson, George, Gateshead, Innkeeper. Newcastle on Tyne. Pet June 28. Ord June 28. Exam July 10
 Webster, Simeon, and Charles Brown Webster, Leeds, Grocers. Leeds. Pet June 27. Ord June 27. Exam July 16 at 2
 Williams, George, Liverpool, Metal Broker. Liverpool. Pet June 12. Ord June 23. Exam Aug 7 at 11.30

FIRST MEETINGS.

Barnes, William, Trowbridge, Wiltshire, Hairdresser. July 10 at 3.30. Mr. Rodway, 13, Fore st, Trowbridge
 Blair, Lucanilla Angelina, Hadley, nr Barnet, Widow. July 8 at 11. 28 and 29, St Swithin's lane
 Bouffier, Joseph Doran, Bishopsgate st Without. Licensed Victualler. July 10 at 2. 33, Carey st, Lincoln's inn
 Child, Jos, Enfield Lock, Engineer. July 8 at 12. 28 and 29, St Swithin's lane
 Chown, Arthur Henry, Stockton on Tees, Durham, Boot Dealer. July 8 at 11. Official Receiver, 8, Albert rd, Middlesbrough
 Collinson, Richard, Eccles, nr Manchester, Coal Merchant. July 9 at 2.30. The Court house, Encombe pl, Salford
 Cox, William, Maidenhead, Furniture Dealer. July 10 at 12. Official Receiver, 109, Victoria st, Westminster
 Denson, Solon, and Edward Denson, Brockley, Kent, Florist. July 8 at 2. Official Receiver, 109 Victoria st, Westminster
 Fenwick, Virginia Julia, Hadley, nr Barnet, Widow. July 8 at 11. 28 and 29, St Swithin's lane
 Fisher, Samuel Sharpe Horman Horman, Oystermouth, Glamorganshire, Barrister at Law. July 12 at 11. Official Receiver, 6, Rutland st, Swansea
 Hadley, Simeon Charles, Knight Rider st, Alderman of the City of London. July 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Harris, Lewis, Scarborough, Agent. July 8 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds
 Haynes, William John, Sheffield, nr Walsall, Grocer. July 9 at 11. Official Receiver, Bridge st, Walsall
 Heymans, Ernest, Liverpool, Merchant. July 10 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
 Hunt, Frank, Wolverhampton, Galvanizer. July 11 at 3. Official Receiver, 91 St Swithin's lane
 Hunt, George Willis, Bath pl, Kensington, China Dealer. July 10 at 11.30. Carey st, Lincoln's inn
 Jones, Charles, Walsall, Staffordshire, Painter. July 9 at 1.30. Official Receiver, Bridge st, Walsall
 Page, Edward, Whitworth, Lancashire, Joiner. July 11 at 3.30. Townhall, Rochdale
 Read, William, Bolton Abbey, Yorkshire, Farmer. July 10 at 11. Official Receiver, Ivegate chbrs, Bradford
 Riggs, Charles Ammes Hodgson, James Buckham, and Robinson Riggs, Whitehaven, Corn Merchants. July 15 at 12. Official Receiver, 67, Duke st, Whitehaven
 Rowden, Edward, Park lane, Barrister-at-law. July 11 at 11. 33, Carey st, Lincoln's inn
 Shaw, Arthur, Wolverhampton, Tailor. July 9 at 3.15. Official Receiver, 84 Peter's close, Wolverhampton
 Shennan, Alexander, Taunton, Draper. July 10 at 12.30. The George and Railway Hotel, Victoria st, Bristol
 Southey, James, Wellington, Somersetshire, Baker. July 9 at 11.30. Official Receiver, 9, Middle st, Taunton
 Tombs, Thomas, Birmingham, Grocer. July 9 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
 Waddington, Frederick Eden, and William Eden Waddington, Basinghall st, Umbrella Manufacturers. July 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Walmesley, Thomas, Gloucester ter, Camden hill, Gent. July 10 at 2. Bankruptcy Bldgs. Portugal st, Lincoln's inn fields.
 Walsh, James Bottomley, Halifax, Builder. July 9 at 3. Official Receiver for Manchester and Salford, Ogden's chhrs, Bridge st, Manchester.
 Watson, George, Gateshead, Durham, Innkeeper. July 10 at 12. Official Receiver, County chhrs, Westgate rd, Newcastle on Tyne.
 Webster, Simeon, and Charles Brown Webster, Leeds, Grocers. July 11 at 11. Official Receiver, St Andrew's chhrs, 23, Park row, Leeds.
 Williams, George, Liverpool, Metal Broker. July 10 at 3. Official Receiver, Leabon bldgs, Victoria st, Liverpool.

ADJUDICATIONS.

Alstone, George, Portsea, Hampshire, Leather Merchant. Portsmouth. Pet June 11. Ord June 23.
 Bainbridge, John Joseph, Gateshead, Whitesmith. Newcastle on Tyne. Pet June 14. Ord June 27.
 Clare, Daniel Hunt, Coventry, Warwickshire, Boot Manufacturer. Coventry. Pet May 18. Ord June 19.
 Cox, William, Maidenhead, Furniture Dealer. Windsor. Pet June 26. Ord June 26.
 Dure, Samuel, Cardiff, Shipwright. Cardiff. Pet June 14. Ord June 27.
 Glover, Ellen, Darlaston, Staffordshire, Beerhouse Keeper. Walsall. Pet June 20. Ord June 24.
 Gonnard, Paul, Lime st sq, General Merchant. High Court. Pet April 29. Ord June 25.
 Harris, Lewis, Scarborough, Agent. Leeds. Pet June 25. Ord June 26.
 Harley, Japheth, and James Mitchell, Morley, Yorkshire, Woollen Manufacturers. Leeds. Pet May 30. Ord June 24.
 Haynes, William John, Sheffield, nr Walsall, Grocer. Walsall. Pet June 25. Ord June 26.
 Jones, Charles, Walsall, Painter. Walsall. Pet June 24. Ord June 28.
 Kent, Aram, Colerne, Wiltshire, Licensed Victualler. Bath. Pet April 21. Ord June 28.
 Knight, George Charles, Bishopsgate st Within, Merchant. High Court. Pet June 4. Ord June 25.
 Malpass, Charles Richard, Gloucester, Carpenter. Gloucester. Pet June 19. Ord June 26.
 Mitchell, Jonas, Leeds, Cotton Waste Dealer. Leeds. Pet June 24. Ord June 26.
 Southey, James, Wellington, Somersetshire, Baker. Taunton. Pet June 25. Ord June 27.
 Thomas, James, Berriew, Montgomeryshire, Lime Merchant. Newtown. Pet June 1. Ord June 25.
 Turner, Samuel William, The Broadway, Lower Mitcham, Bootmaker. Croydon. Pet June 20. Ord June 26.
 Van Straten, P. C., jun, Crutched Friars, Provision Merchant. High Court. Pet May 6. Ord June 26.
 Venn, Robert George, Birchfield, Staffordshire, Plumber. Birmingham. Pet June 11. Ord June 26.
 Verity, John Greaves, Ingletton, Yorkshire, Common Brewer. Kendal. Pet May 28. Ord June 25.
 Wilkinson, William, Skipton, Yorkshire, Innkeeper. Bradford. Pet May 12. Ord June 27.

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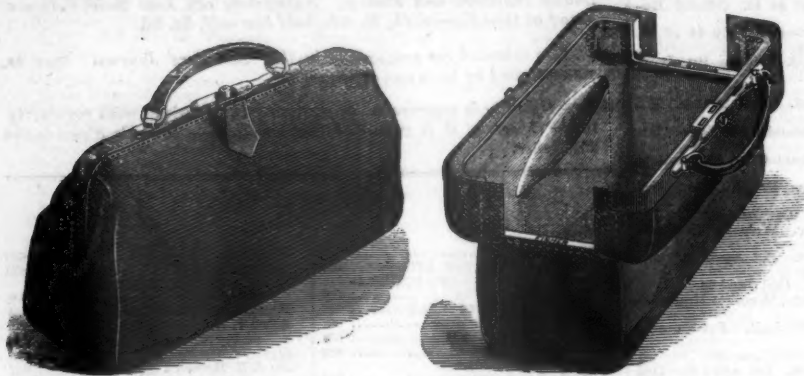
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